Complete Timeline: Acuity Claim SS4507

Executive Summary

This document provides a comprehensive, chronological record of Acuity Claim SS4507, arising from a catastrophic water loss discovered on January 22, 2025. The named insured is Patrick Stark, a multi-decade, multi-policyholder with Acuity. The claim is for personal property damage at the insured location of 3010 8th Street, Marion, Iowa, with a total audited Actual Cash Value (ACV) of $166,307.16. The applicable Coverage C (Personal Property) limit is $260,625.

The central mechanism of Acuity's bad-faith campaign was a fraudulent linguistic shell game, deliberately confusing the mandatory process of **"determining damage"** with the optional procedure of **"determining salvageability."** This foundational fraud enabled a campaign characterized by intimidation, gross misrepresentation, deception, and a lack of due diligence. It included a cascade of predatory tactics, from the use of "Divide and Conquer" strategies against an elderly policyholder and continuous manufactured delays, to a consistent refusal to engage with the merits of the documented claim.

This campaign of obstruction culminated in the bad-faith invocation of the policy's appraisal clause. After manufacturing a dispute through their own actions, the insurer weaponized the clause by demanding a costly appraisal while simultaneously and illegally withholding the **$32,155.77 in undisputed funds** required for us to participate—a clear act of procedural extortion. The policyholder has acted in good faith throughout, providing exhaustive documentation and cooperating with all reasonable requests. This document serves not only as the primary evidentiary basis for formal complaints to be filed, but as a case study in both corporate malfeasance and the profound regulatory failure that enabled it.

Christopher Stark can be reached at

ChrisCStark@gmail.com

Dramatis Personae (Key Individuals)

- **Christopher Stark:** Claimant, resident, and designated representative for the personal property claim.
- **Patrick Stark:** Named insured and homeowner; Christopher's father.
- **Richard Denicourt:** The first adjuster assigned by Acuity.
- **Jodi Reynolds:** The second adjuster assigned by Acuity (Hawkeye Claims Corp).
- **Dustin T. Zeschke:** Legal counsel retained by Acuity (Swisher & Cohrt PLC).
- **Keeley McEniry:** The investigator from the Iowa Insurance Division who handled the formal complaint.
- **Kim Falzbot:** The investigator from the Iowa Attorney General's office who provided the formal referral.
- **Jamie Loiacono:** Vice President of Claims at Acuity. recipient of the executive escalation letter.
- **Tara M. van Brederode:** Director of the Iowa Supreme Court Attorney Disciplinary Board.
- **Michael Schwartz:** The appraiser selected by Acuity (LJ Shaw & Company).
- **Kristine A. Waschkat:** Legal assistant at Swisher & Cohrt, PLC
- **Tanya A. Diestler:** Secretary to Dustin T. Zeschke at Swisher & Cohrt PLC
- **Dj P:** Representative from the Office of Iowa Attorney General Brenna Bird.
- **Logan Wheeler:** The primary manager at Servpro who oversaw the restoration process.
- **"Lisa":** The Acuity representative who issued the $15,563.96 dwelling check.

Vendors:

- **Serve Pro:** The first inventory specialist retained by the insurer, whose work was actively obstructed and ultimately thwarted by the first adjuster, Richard Denicourt.
- **Enservio:** The second vendor, a national valuation firm, retained by Acuity to conduct the official inventory.
- **Tas (Enservio):** The professional and cooperative Enservio valuation specialist who conducted the on-site inventory.
- **Elements Restoration:** A restoration company whose involvement was repeatedly and coercively pushed by the insurer.
- **Karen & Anna (Elements):** The representatives from Elements who engaged in a campaign of harassment and misrepresentation.
- **PuroClean:** The second restoration company proposed by the insurer's legal counsel.

List of Exhibits and Accompanying Documents

- **Exhibit A: The Full Timeline Document.** This master document, providing a comprehensive, chronological narrative of the claim and the insurer's pattern of bad-faith conduct.
- **Exhibit B: Acuity Policy Document.** The governing insurance contract for the covered property, including the declarations page and all relevant endorsements.
- **Exhibit C: The Enservio Report.** The insurer's initial and flawed valuation report, dated May 28, 2025, which forms the basis of the dispute.
- **Exhibit D: June 6th Letter to Patrick Stark.** The formal letter from adjuster Jodi Reynolds to the named insured, demonstrating the "Divide and Conquer" tactic and the bad-faith misuse of the term "appraisal."
- **Exhibit E: The Initial Rebuttal Document.** Our initial formal dispute of the Enservio Report, sent on June 27, 2025, detailing the core methodological flaws.
- **Exhibit F: Itemized Valuation Disputes.** A detailed, line-by-item rebuttal spreadsheet correcting the valuation of the ~300 items that Enservio included in its initial report.
- **Exhibit G: The SS4507 Spreadsheet.** The complete valuation of the 1,191 items that were omitted or improperly 'grouped' by Enservio, which forms the second and largest part of our total contents valuation.
- **Exhibit H: The Initial Inventory.** The preliminary inventory and valuation prepared by the claimant in March 2025 and submitted to the insurer prior to their initial bad-faith settlement offers.

Note on the Insured's History: A Broken Covenant

Insurance is not merely a transaction; it is a covenant. For decades, the named insured, Patrick Stark, upheld his end of that covenant with unwavering fidelity. He was not a customer, but a partner, entrusting Acuity with the protection of his homes and vehicles, year after year. To Acuity, he was a model of profitability—a multi-policyholder whose consistent premiums and minimal claim history made him a prized asset on their books.

The historic August 2020 derecho provided a glimpse into this dynamic. While nearly every other home on the block required and received a full roof replacement, Acuity determined that the insured’s roof could be merely repaired—a decision that resulted in a comparatively minor payout, preserving the profitability of the relationship.

On January 22, 2025, that covenant was truly tested. With a catastrophic water loss, the decades-long partnership inverted overnight. The loyal, low-risk asset became a significant liability. And it was at that moment that Acuity’s posture shifted from that of a partner to that of an adversary. Their response was not to honor the promise that had been paid for ten times over, but to launch a nine-month war of attrition designed to devalue, delay, and dismantle the claim. This timeline is not the story of a dispute; it is the story of that betrayal.

Overarching Section

Pattern of Misconduct: The "Damage" vs. "Salvageability" Shell Game

Throughout this nine-month claim, the insurer and its agents have engaged in a deliberate linguistic shell game, built on the fraudulent interchange of two completely different concepts: **"determining damage"** and **"determining salvageability."**

- **"Determining Damage"** is a mandatory, *objective*, fact-finding process. It asks: "Was this item impacted by the water loss?" This is the fundamental, first-step duty of any qualified valuation vendor. This is precisely what **Enservio was hired to do and *did* do**, resulting in the $32,155.77 ACV for the items they inventoried.
- **"Determining Salvageability"** is an optional, *subjective*, opinion-based procedure. It asks: "Can my cleaning company's services restore this damaged item for less than its replacement cost?" This is not a policy requirement, but a cost-saving option offered *by* the insurer.

Acuity's entire bad-faith strategy was to substitute the *objective fact* of Enservio's valuation with the *subjective opinion* of an unqualified restoration company. Their counsel's repeated, false claim that "no determination has been made of what property has in fact been damaged" is the lynchpin of this fraud. They took the non-mandatory "salvageability" procedure, deceitfully *re-labeled* it as the mandatory "damage" inspection, and then used our refusal of this biased, optional step as the pretext to deny the claim.

This entire fabrication is further disproven by Acuity's own actions. Their two separate monetary settlement offers on this claim constitute a de facto legal admission that damage was, in fact, determined long before their counsel pretended otherwise.

Pattern of Misconduct: The Coercive Vendor Gambit

The insurer's fraudulent "salvageability" premise was not a passive argument; it was the justification for a relentless, bad-faith campaign of coercion. This was not a simple suggestion, but a brutish strategy deployed repeatedly to obstruct the claim. Our records show no fewer than ten distinct, documented instances between May and August 2025 where the insurer’s adjusters or their legal counsel attempted to force this improper and non-mandatory procedure upon us. This pattern of high-pressure tactics is a clear violation of the insurer's fundamental duty to handle claims in good faith. By repeatedly demanding we submit to a non-contractual and biased procedure, they were not "investigating" the claim, but actively obstructing it through brute-force intimidation.

Pattern of Misconduct: The Illegal Withholding of Undisputed Funds

Central to this entire campaign was the illegal withholding of $32,155.77 in undisputed funds—a sum established by Acuity's own valuation firm, Enservio. In the world of insurance, the term "undisputed amount" has a single, unambiguous meaning: it is the baseline value determined by the insurer's own qualified expert after a damage assessment has been completed. It represents the absolute minimum owed on a claim, and its prompt payment is mandated by Iowa law.

Acuity and its counsel refused to release these funds, manufacturing two distinct, bad-faith justifications for their illegal conduct.

1. **The "Shell Game" Pretext:** First, they held the funds hostage, claiming no money could be paid until we submitted to the non-mandatory "salvageability" inspection they had fraudulently re-labeled as a "damage assessment."

2. **The "Catch-22" Absurdity:** Later, their counsel engaged in a stunning act of intellectual dishonesty, arguing that the amount was no longer "undisputed" because we had formally rejected it. This is a deliberate misrepresentation. Our rejection was of their *total settlement offer*, which was fundamentally incomplete as it omitted nearly a thousand damaged items. Rejecting a settlement because it is incomplete does not retroactively erase the established value of the part that *was* valued.

This is not a complex legal issue; it is a matter of basic, good-faith insurance practice. Acuity's refusal to acknowledge this basic principle, despite being called out on it repeatedly, was not a misunderstanding. It was a calculated strategy of procedural extortion, designed to starve a policyholder of the very funds needed to continue the fight.

Pattern of Misconduct: The 'New Items' Fabrication

The insurer's claim that our final spreadsheet contained hundreds of "new items" is a calculated falsehood, designed to exploit their own vendor's profound incompetence. The 1,191 items in our final, audited claim were not "new"; they were simply the items Enservio failed to document correctly during its rushed inspection. Their primary failure was to improperly **"group"** nearly a thousand distinct items.

For a layperson, this industry tactic means treating a collection of dozens or even hundreds of unique books, media or video games—each with its own specific title and value—as a single, generic line item such as 'Softcover Books,' 'Video Games,' 'VHS tapes,' etc. with one arbitrary, indefensible lowball price. Given how obscure and rare many of these items were, Free Market Value (FMV) is the only appropriate valuation method, especially as each unique item often has a vastly different value. This professional malpractice is the sole reason our rebuttal required two separate spreadsheets: one to correct the valuations for the few items they listed individually, and a second, much larger one to properly document the hundreds of items they had bundled into obscurity.

Every single one of these items was physically present for their inspection. Acuity's counsel later seized upon the correction of their vendor's errors, disingenuously re-framing our detailed audit as a list of "new items." This was a deliberate, bad-faith tactic to manufacture a dispute out of thin air, allowing them to feign confusion and justify their refusal to engage with the actual, documented value of the loss.

Pattern of Misconduct: The Weaponization of Appraisal

Invoking the appraisal clause was Acuity's endgame, the final move in a war of attrition predicated entirely on bad faith. This contractual mechanism, designed for legitimate disputes, was twisted into a weapon precisely because no legitimate dispute existed.

Having systematically manufactured an impasse—first through the fraudulent "Shell Game" confusing damage with salvageability, then through months of stonewalling, coercive tactics, and outright refusal to engage with the documented evidence—Acuity declared a "failure to agree." This was a self-inflicted wound, deliberately created to trigger the clause.

Their demand for appraisal was not a step toward resolution; it was an act of procedural extortion. They knew the process was costly, inherently biased toward industry insiders, and designed to grind down a policyholder. Invoking it while simultaneously and illegally withholding the undisputed funds needed to participate merely exposed the nakedness of their strategy: to force capitulation by weaponizing a process they controlled, triggered by a conflict they invented. Our conditional acceptance, demanding they fund the process they fraudulently initiated, was simply calling that bluff on the record. Their predictable refusal confirmed appraisal was never about value; it was about leverage.

Pattern of Misconduct: The Search for a Pretext

Throughout the nine-month claim process, the insurer's justification for their actions was a constantly moving target, revealing that they never had a single, good-faith basis for their conduct. Instead, they were engaged in a continuous search for any pretext, however flimsy, to devalue and delay our claim. The process began as a straightforward inventory, then morphed into a demand for a non-contractual "salvageability" assessment. After we presented a complete valuation, their rationale shifted again to a manufactured dispute over our "refusal to inspect." The most egregious example of this was their legal counsel's attempt to retroactively re-frame a merit-based settlement offer as a mere "nuisance" payment. This pattern of inventing post-hoc fabrications proves their goal was never to investigate the facts, but to find a narrative—any narrative—that would allow them to avoid their contractual obligation.

Pattern of Misconduct: The Stonewall

A consistent tactic employed by the insurer and its legal counsel was the willful refusal to engage with the merits of our meticulously documented claim. This pattern of stonewalling occurred at every phase. The adjuster repeatedly ignored the detailed, evidence-based arguments in our formal rebuttal, choosing instead to parrot previously rejected demands. Their legal counsel then escalated this tactic, completely ignoring the four direct, dispositive questions

in our final letter—questions designed to expose the fraudulent foundation of his position. This consistent refusal to participate in a transparent, good-faith discussion stands in stark contrast to our own conduct; we (or a designated representative in one isolated instance) have been personally present and cooperative for every single scheduled appointment with every vendor since the date of loss. Their silence and evasion were not a communication breakdown; they were a deliberate strategy to ensure the claim could never be resolved on its merits.

Pattern of Misconduct: The "Divide and Conquer" Strategy

From the outset of this claim, we observed a repeated and deliberate strategy by the insurer's representatives to bypass me as the designated point of contact and communicate directly with my elderly father, the named insured. This occurred on multiple occasions with two different adjusters. The first instance was when the initial adjuster, Richard Denicourt, called my father to deliver a bad-faith, lowball "average claim" figure. The second was a sustained campaign by the subsequent adjuster, Jodi Reynolds, who repeatedly emailed my father directly to coerce him into an improper inspection process. We view this pattern not as a communication error, but as a bad-faith tactic intended to create friction within our family, undermine my authority, and exploit a 77-year-old man during a time of crisis.

Pattern of Misconduct: The "Rental Property" Gambit and the Permanent Record

The insurer’s nine-month campaign of bad faith was a strategy in search of a justification, with a clear financial motive. This motive became apparent when their legal counsel began posing otherwise inexplicable questions about Christopher Stark's status as a "tenant" and the applicability of "renters' insurance."

This was not a procedural inquiry. With the catastrophic water loss, a multi-decade, profitable policyholder had inverted overnight into a significant liability. Counsel’s questions were the first step in a gambit to manufacture a basis to reclassify or non-renew the policy, thereby shedding a future financial risk. But the goal was more far-reaching than just one policy.

Insurers across the industry share claims data through a centralized database known as the **C.L.U.E. (Comprehensive Loss Underwriting Exchange) report.** This report functions like a credit score for policyholders. A major claim like this creates a permanent, seven-year mark on that record. This "flag" follows the policyholder wherever they go, signaling to every other insurer that they are a "high-risk" customer.

This is the ultimate financial cudgel. By fighting this claim and flagging the policyholder, Acuity is not just trying to save money now; they are ensuring that for the next seven years, any attempt by the insured to secure coverage for his multiple aging properties and vehicles will be met with dramatically inflated premiums, if not outright denials. The potential long-term cost of this permanent record could easily run into thousands of dollars a year. The bad-faith campaign was not just an attempt to devalue a single claim; it was an act designed to inflict long-term, industry-wide financial punishment on a loyal customer for the simple act of having a covered loss.

Pattern of Misconduct: The Regulatory Collapse

The Iowa Insurance Division, the very entity designed to protect policyholders, did not just fail in its duty; it became the final, tragic exhibit of Acuity's ability to manipulate the system. The IID's "investigation" was not a process, but a procedural mirage, a sequence of broken promises that served only to ratify the insurer's bad faith.

The sequence of this collapse is a study in institutional failure. On the 18th day following our initial complaint, a phone call with the IID's office established a clear and explicit procedural mandate: Acuity would have 30-45 days to respond, after which the IID would forward Acuity's response to us, at which point the actual investigation could finally begin. We were instructed this was the standard process and to simply wait.

What followed was 24 more days of silence before an investigator, Keeley McEniry, was finally assigned—42 days total since filing. Yet, the mandated procedure was immediately abandoned. Over a five-business-day period, we were never sent Acuity's response as required, never asked a single clarifying question, and never given the promised opportunity to rebut the insurer's claims. The investigator's only substantive contact was a request for a procedural authorization form. Then, on the fifth day, the case was closed.

The closing letter was not a finding of fact; it was a work of verbatim stenography. The investigator's "conclusion" adopted the exact same flawed reasoning and specific erroneous figures presented by Acuity in their rejected August 1st settlement offer—most notably, the inexplicable $8,519.30 deduction for a "services" category absent from our claim for over seven months (originating from a preliminary March inventory). While we never received Acuity's formal response to the IID, the near-identical nature of the investigator's findings strongly indicates she simply copied Acuity's submission rather than conducting an independent review of the evidence provided. The final act of this charade was the ultimate procedural sabotage: the letter preemptively shut the door on any official response from us regarding her specific findings, directing any further concerns to a generic inbox.

The regulator did not just fail to investigate; it actively engineered a process to ensure the victim could not be heard.

Pattern of Misconduct: The Hired Gun

Acuity's chosen counsel, Dustin T. Zeschke, is not who he appears to be. To avoid any spoilers and heighten the impact of the exchange of words that precede it, nothing more will be said regarding this for now.

The Human Cost: A Surgery Held Hostage

The insurer's nine-month campaign of bad faith has moved beyond financial injury and is now inflicting a direct and quantifiable human cost upon the named insured, 77-year-old Patrick Stark.

Having undergone his first successful hip replacement two years prior, Patrick was preparing for the final procedure to get his other hip replaced and complete his treatment. However, because Acuity has refused to settle this claim—leaving the home in a state of disrepair and requiring Patrick to be physically able to manage the eventual restoration—he has been forced to indefinitely postpone this critical surgery.

This is the tangible consequence of Acuity's strategy. Their refusal to act in good faith is not an abstract administrative delay; it is the direct cause of a loyal, elderly policyholder's inability to complete his medical care. They have forced him to choose between resolving his claim and resolving his physical pain.

Phase I: The Loss and Initial Handling (Jan - April 2025)

The disaster was discovered on January 22nd, 2025. A cracked copper water pipe flooded the second floor and basement of the 4-bedroom house at 3010 8th Street, Marion, Iowa. Acuity was notified the following morning. The first adjuster, Richard Denicourt, arrived and confirmed the loss was covered under the policy. He then recorded a testimony and gave instructions on how to proceed with the damaged contents.

The adjuster's initial handling of the contents claim was a multi-step, bad-faith maneuver designed to intimidate and devalue the claim before any good-faith negotiation could begin. First, during the initial visit, he set a low psychological anchor by using a "$10,000 example" for the contents value, a tactic designed to create self-doubt as we compiled our inventory. The second, more egregious step came immediately after we submitted our initial inventory, which was valued at over $80,000. With full knowledge of the claim's actual scale, the adjuster bypassed me as the point of contact and placed a call directly to my father. In this call, he stated that the "average" contents claim for a disaster of this type was only $2,000. We view this not as a simple lowball offer, but as a deliberate act of bad faith intended to weaponize our family relationship. By creating a massive, artificial gap between our documented inventory and his false "average," he was attempting to frame me as untrustworthy and unreasonable in the eyes of my father, thereby manufacturing a conflict to pressure us into a lower settlement.

Upon completing the initial inventory in March, the document was sent via postal mail to Acuity's home office with a letter requesting all inquiries be directed to Christopher.

From: Christopher Stark / ChrisCStark@gmail.com
To: Rich Denicourt, Patrick Stark
Date: April 11, 2025

Subject: Damaged item Claim List is ready

Hello Rich,

The damaged item claim list has been completed and is ready to send, but the overall size with pics exceeds email's attachment limitations. I have everything neat and tidy on a small flash drive though, what would be the best address to send it to through the snail mail?

Thanks,
Chris Stark
-

From: Rich Denicourt
To: Christopher Stark, Patrick Stark
Date: April 11, 2025

Chris,

You can put in the regular mail and send to the address below. Just make sure you label it with CLAIM# SS4507.

Thanks.

Rich Denicourt
Sr. Field Claims Representative
Acuity, A Mutual Insurance Company
-

From: Christopher Stark
To: Rich Denicourt
Date: April 23, 2025

Hello Rich, my Dad said you wanted to come take a look at the damaged personal property. What is your availability?

Chris
-

From: Christopher Stark
To: Rich Denicourt
Date: April 24, 2025

Also, out of curiousity, can you tell me what you have set as a reserve on the claim? And what is your check writing authority?

Thanks
Chris
-

From: Rich Denicourt
To: Patrick Stark, Christopher Stark
Date: April 24, 2025

Pat/Chris,

Given the number of items being claimed for damage, I have retained Servpro to assist with inspecting all of the items. Servpro has personal property specialists that can determine if the items were salvageable after the loss. Not sure how long it will take to inspect all items, but it appears that there are upwards of 900 items. Servpro and I have set aside 2 full days to complete. Once we have determined which items were not salvageable, I will send the list to a company called Enservio. Enservio assists with personal property claims and prices each item.

Please let me know what days would work best.

Thank you.

-

From: Christopher Stark
To: Rich Denicourt
Date: April 28, 2025

Thursday and Friday are the first 2 consecutive days I can have off, would that work?

Chris

-

From: Rich Denicourt
To: Christopher Stark, Patrick Stark
Date: April 29, 2025

Yes. We'll get started on Thursday at 9am.

-

From: Christopher Stark
To: Rich Denicourt
Date: April 29, 2025

Sounds good, see you then.

Phase II: Vendor Disputes & Stalled Negotiations (May - July 2025)

Phase II of this claim began with the assignment of a new adjuster, but only after the first adjuster's misconduct on May 1st and 2nd turned the claim from a standard process into a bad-faith conflict.

The scheduled inventory was, from its inception, a premeditated interrogation, not a good-faith property inspection. The adjuster, Richard Denicourt, deliberately scheduled the inventory vendor (Serve Pro) to arrive late, creating a window to conduct a private interview.

When I answered his knock, he used an air of presumed authority to enter and direct us inside, away from the garage where the damaged items were located. Clipboard and pencil in hand, his purpose was not to document the loss, but to conduct a personal interrogation, asking intrusive questions unrelated to the claim and documenting our answers as if building an investigative file. His cynical accusations began immediately. He made dismissive statements like, "Not all these items could be damaged," a baseless claim made all the more absurd by the fact that most of the damaged goods (excluding furniture) would fit with ease into a standard walk-in closet. He attempted to pivot the inventory into a "testing" session, demanding we use an undamaged console to test damaged discs. When his accusations were met with factual answers, he would scoff. His "inspection" became a fishing expedition, walking through the entire house to plug in undamaged lamps and search for anything he could use as leverage to deny the claim.

When the vendors arrived, he deliberately withheld our prepared inventory from them to control the operation, and the vendors themselves seemed confused, stating their work order was simply for an "inventory." He then actively obstructed their work and questioned their competence. His campaign of intimidation escalated when he attempted to remove evidence—a box of damaged discs—from the premises under the false pretense of "testing" them at his home, an action we were forced to prevent. Rather than continue to engage in this hostile and unprofessional interrogation, I withdrew to the house. The adjuster then held a ten-minute conversation with the vendors before rapping sharply on my door. He unilaterally ended the inspection, manufacturing the pretext that the vendors were "unprepared." He concluded with a direct threat, stating he would "make 100% sure that each and every disc" would be tested—a clear and baseless accusation of fraud.

To provide context and understanding, the large volume of damaged media—video games, software, and other discs—was kept on spindles for easy access in an office. This is a sight that is not unfamiliar to gamers and those alike. This room was located directly under what became a persistent, raining waterfall from the water that had gathered on the second floor above, destroying a majority of the discs alongside much else in the room in the process.

It was at this point that I confronted him about his "$2,000 statement" to my father. His response was not a clarification but a direct falsehood—a flat denial that implicitly accused my father of lying. This final act of dishonesty made his position on our claim untenable. On the following

scheduled day, May 2nd, he was a "no call, no show." This pattern of hostility, deception, and intimidation led directly to his replacement and set the stage for the next phase of the insurer's bad-faith tactics.

---------- Forwarded message ---------

From: Jodi Reynolds jreynolds@hawkeyeclaimscorp.com

Date: Mon, May 12, 2025 at 1:20 PM

Subject: Water claim follow up Claim # SS4507

To: VFW.PATSTARK@gmail.com

Good afternoon, Patrick

This email will serve as a follow-up to our voicemail messages with Chris. As noted , I am the field adjuster assigned to assist with concluding your Personal Property / Contents claim resulting from the 1/22/25 water loss for Acuity Insurance Co. The file has been transferred to me from Rich Denicourt. I am following up from the prior correspondence with Enservio and Elements Companies who had scheduled appointments for Tuesday and Thursday this week, respectively. I am reaching out to provide you with my contact information and introduce myself. I have spoken with both companies and will be on site for each of these appointments to assist you / Chris in concluding your claim. Please feel free to reach out if you have any questions in the interim. I am happy to assist you.

Thank you,
Jodi Reynolds
Hawkeye Claims Corp
888 299 5016

We noted that this very first communication from the new adjuster, Jodi Reynolds, was sent directly to my father, the named insured, while I was not included as a recipient. This immediately established a pattern of bypassing me as the designated claim representative, marking the inception of her "Divide and Conquer" strategy.

From: Patrick Stark

To: me

Date: May 12

I got a voice message from 515-381-8708 that he is driving from DSM tomorrow to the Marion house, meet up and do what he needs to look at. Recording says for him to be there at 1PM but it changed to 9AM - 10AM. You and I should talk about it.

-

From: Jodi Reynolds

To: Patrick Stark

Cc: Anna Rozhansky

Date: Wed, May 14, 2025 at 11:26 AM

Subject: SS4507 Acuity Ins Claim

Good morning, Patrick & Anna

This email will serve as a follow up to your correspondence, Anna, regarding the appointment to pack out the affected contents. As per our conversation, in order to streamline the claim for all parties, I have noted the file to reflect that your company has tentatively scheduled an appointment next Wednesday, May 21, with an arrival time of 11- 1. This appointment will be in place of the appointment for tomorrow morning and will allow your company time to gather the equipment needed to pick up the contents from the Stark residence. Upon completion, those items will be taken to Elements facility to enable accurate inspection to determine if/what can be properly cleaned, clean those items and determine what needs to be disposed of. I will schedule to be on site as well to assist with any questions and aid in concluding this claim.

If you would please confirm this will work for both of you?

And of course, please feel free to reach out if you have any questions...I am happy to assist.

Thank you both for your assistance.
Jodi

The Enservio inventory was scheduled for May 13th and 14th. Due to the anxiety resulting from the hostile 'investigation' conducted by the first adjuster, I arranged for a paid neighbor to act as my representative on-site for the first day. While he provided physical access, I remained available by phone for the entire duration, answering every question the Enservio representative, Tas, had in real-time. That evening, after learning from Tas that the adjuster, Jodi Reynolds, would not be present on the second day, I made the decision to attend personally. I was present for the entire second day of the inventory to guide Tas and ensure the remaining items were documented as accurately as possible. It was at this point that we resolved to be personally present for all future inspections to prevent further errors and omissions by the insurer's vendors.

Note on Misconduct by Insurer's Vendor, Elements Restoration:

Following the adjuster's cancellation of the third day of the Enservio inventory, she began a coercive campaign to involve a new vendor, Elements Restoration. At this time, believing their involvement might be required, I initiated contact with the vendor's representative, "Karen," to ask preliminary questions. After conducting our own research and discovering that the use of a specific restoration company is not mandatory under Iowa law, I contacted Karen via text

message on a Saturday to politely cancel the upcoming Tuesday appointment. We made this contact over the weekend to provide her with the maximum possible notice so she could adjust her schedule. Karen's response was not to accept the cancellation, but to begin a campaign of harassment and misrepresentation. She refused to take "no" for an answer, falsely insisted that their involvement was a requirement of the claim, and continued to pressure us. The conversation became so unprofessional that I was forced to sternly end it. Immediately following this, my phone and my father's phone were flooded with calls from out-of-state numbers associated with the vendor. We view this as a clear and deliberate act of harassment. This timeline of events directly contradicts the later, false narrative from both the vendor and the adjuster that they were "unable to get ahold of me."

From: Christopher Stark

To: jreynolds

Date: May 18, 2025

Subject: SS4507 Cleanup Update

Hello Jodi,

We have chosen to decline your offer to have Elements Restoration haul our damaged things to MN for cleaning, due to concerns about both the price and process. These concerns extend to any other restoration company as well, and we are steadfast in this decision. We have our own local folks that will help with cleanup, and are ready to do so. If there is nothing more needed concerning the damaged items, we will begin our own cleanup process to prepare for drywall and carpet installation. Otherwise, please let me know asap so we can make arrangements beforehand.

Thanks,
Christopher Stark
in regards to claim SS4507
-

From: Jodi Reynolds

To: me

Date: May 19

Good afternoon, Christopher

Thank you for your response. Please be advised, I have spoken with Anna @ Elements company to hold off on our previously scheduled appointment for this Wednesday regarding inspection , testing , sorting of your personal property items affected from this event. I have notified the Acuity home office of the same. If you have a scope / estimate of cleaning /repair of the content items which are salvageable from your local persons noted, please feel free to forward that for review in the interim.

Please don’t hesitate to let me know if you have any questions. We will be in correspondence to address conclusion of the same.

Best regards,
Jodi

This email exchange documents a classic and particularly egregious bad-faith maneuver. In her May 19th email sent only to me, the adjuster appeared to concede our point, creating the illusion that the dispute over the vendor was resolved. However, less than 24 hours later, she executed a complete reversal. In a new email, she strategically included my father and aggressively re-framed the inspection as mandatory, citing policy language to add a veneer of authority. She then deliberately bypassed me by asking my father, the named insured, to respond directly. We identified this as a classic "Divide and Conquer" tactic, proving the adjuster was engaged in a calculated gambit to manipulate and pressure us.

From: Jodi Reynolds

To: me, VFW.PATSTARK

Date: May 20

Good afternoon, Christopher and Patrick.

This email will serve as a follow-up regarding yours expressing concerns of removal of your contents from your property. We have spoken with Anna at Elements Company. She is in agreement to deliver a pod to your residence , if you wish, to enable them to sort the items there. If that makes you more comfortable. .Otherwise, they will inventory the contents, transport the items to their business, sort the items there and then return all items back to your property. Please keep in mind they will be doing an assessment only to determine what can be cleaned and what cannot. They will not be doing the cleaning without your permission. I will be following up with Anna with Elemements Co requesting she reach out to reschedule a time that works for the two of you for them to come down to complete their assessment. This is in accordance per the policy language of Section 1 outlining the insured duty to include the damage property be available to be shown as often as reasonably required after a loss. (See attachment.)

Please feel free to contact me if you have any questions or concerns. I am happy to help . If you would please , as the named insured , Patrick respond to this email. I will share that information as well. Thank you in advance for your assistance

Jodi Reynolds
-

[Text of Attachment Sent May 20, 2025]

SECTION I—CONDITIONS

1. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

a. To the insured for more than the amount of the insured's interest at the time of loss; or

b. For more than the applicable limit of liability.

2. Your Duties After Loss. In case of a loss to covered property, you must see that the following are done:

a. Give prompt notice to us or our agent;

b. Notify the police in case of loss by theft;

c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;

d. (1) Protect the property from further damage;

(2) Make reasonable and necessary repairs to protect the property; and

(3) Keep an accurate record of repair expenses;

e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

f. As often as we reasonably require:

(1) Show the damaged property;

(2) Provide us with records and documents we request and permit us to make copies; and

(3) Submit to questions under oath and sign and swear to them;

g. Send to us, within 60 days after our request, your signed, sworn proof of loss...

3. Loss Settlement. Covered property losses are settled as follows:

a. (1) Personal property;

(2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and

(3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.

-

From: Christopher Stark

To: Jodi

Date: May 20

Jodi,

I'm failing to see any legal requirement to remove our damaged personal items from the property in your highlights of the policy. The damaged items remain on the property, specifically for legal reasons, until the process is over and items paid for. Steadfast. Refer to my previous email as far as making arrangements, If Required, before we begin our own cleanup process. I have reasonably agreed to and set up appointments on five different days so far to allow inspection of the damaged items. This includes taking off work, totaling 40+ hours at this point. I'm willing to do a sixth, which is reasonable and beyond, but that is all and that is final.

Christopher Stark

-

From: Jodi Reynolds

To: me, VFW.PATSTARK

Date: May 21

Good morning, Christopher and Patrick.

Thank you for the follow-up. If you are more comfortable having the items sorted there at the property that is not a problem. Anna, with Elements will be contacting you to schedule an appointment and bring a pod to enable them to do the sorting an assessment there on-site. Acuity, will have Elements leave the items there and compile a list of what can be cleaned, what is and what is not salvageable. Thank you again for all of your time and assistance.

Look forward to helping you
Jodi

We viewed this email as a blatant act of stonewalling. After we had firmly and finally rejected the involvement of Elements Restoration on May 20th, the adjuster's response on May 21st completely ignored our position. Instead of acknowledging our rejection, she simply repeated one of her previous offers-the on-site pod-as if our intervening communication had never occurred. This was not a negotiation or a re-framing of the issue; it was a willful dismissal of our stated position and a clear demonstration of her refusal to engage in a good-faith, two-way dialogue.

From: Christopher Stark

To: Jodi

Date: May 25

Hello Jodi,

Perhaps some clarification is in order. Due to the highly speculative, bias and controversial nature surrounding the procedure you are offering, we once again must decline your offer. There is nothing in the policy regarding such 3rd parties ever being implemented to determine what is 'salvageable', let alone as a mandatory part of the claim. Consumer reports paint an ambiguous and shoddy picture at best regarding this procedure, and all reports I've seen emphasize it as optional due to these concerns, despite how heavy-handed the offer may be.

We will be disposing of all the items listed, to us none are salvageable or they would not have been included in the list. I was present for the second day/half of Enservio's inventory, and clearly distinguished what should or shouldn't be on the list. Tas followed up by taking pictures of the damage when possible, which was most if not for every item documented. Anytime an item shouldn't have been put on the list, I made sure to clarify and say so, even if it appeared as though it should be. You can cross reference these claims with Tas if you'd like. He was very thorough, and I was there to assist every step of the way with any questions he had throughout the day. Ultimately, we ensured nothing went into the inventory that hadn't been deemed unsalvageable beforehand.

I've been implored into a back-and-forth discussion with Elements Restoration preceding and then leading into these emails. We have heard both sides and have made our decision, and I don't want to be rude by continually repeating myself. That being said, I must redirect any further concerns or suggestions regarding this matter to my first response given.

Thanks
Christopher Stark
-

From: Jodi Reynolds

To: me, VFW.PATSTARK

Date: May 26

Good morning , Christopher

This email will acknowledge receipt of your email declining the offer for Elements to aid in your / your father’s Personal Property claim. Please be assured that assistance with Elements was offered as their techs provide meticulous lists for which they are qualified to document considerable content claims on a daily basis. Just for your knowledge , the following outlines the difference in services offered with Enservio and Elements Co. Thank you for allowing us to have Tas with Enservio aid in compiling a list of items only. What the Elements Company offers is an evaluation for the items, as well as what the cost would be to clean/restore..should that be possible for any of the items. Where as Enservio compiles a list only, but does not evaluate.

Having outlined the aforementioned, I will document the file to reflect your response and presume that your father is in agreement. We will be reviewing the claim and will follow up with you , your father regarding how the claim will be concluded without the assistance of Elements. Thank you again for your assistance.

Best regards,
Jodi

Note on the First Deployment of the Core Deception:

This email marks the first documented instance of Acuity deploying the central falsehood that would define their entire bad-faith strategy: the claim that their own national valuation firm, Enservio, "compiles a list only, but does not evaluate". This is a brazen lie, made just two days before Enservio completed its valuation. Its purpose was to create a fictitious procedural gap, justifying the coercive push for an unqualified restoration company (Elements) to perform a biased "evaluation". Combined with the passive-aggressive maneuver of presuming the named insured's agreement, this email serves as the foundational act of deception upon which the subsequent stonewalling and obstruction were built.

From: Christopher Stark

To: Jodi

Date: May 27

Hello Jodi,

From what I understand, Enservio has been doing the evaluation, a process that takes a few weeks. Thats why they came from Des Moines to inspect and compile the list. I have attached a snapshot of some of their available duties. Can you confirm either way?

Thanks,
Christopher Stark

[Text of Attachment Sent May 27, 2025]

Yes, Enservio offers evaluation for inventory lists. They provide services for both on-site and digital inventory capture, as well as **contents valuation**. Enservio's services are designed to help **insurance carriers** and **claims professionals** efficiently handle contents programs, including inventory and valuation. They also offer a customer portal for easy inventory list creation and collaboration with adjusters.

Here's a more detailed look at their services:

On-site or Digital Inventory Capture:

Enservio can capture inventories on-site or through digital means, such as video or phone.

Contents Valuation:

They provide valuation services that blend human expertise with digital technology.

National Field Team:

Enservio has a national team of professionals who can assist with on-site inventory.

Enservio's process also includes determining the condition or damage level of items during the on-site inventory process. Here is how Enservio handles damage determination:

- **On-site assessment:** Enservio specialists go on-site to create a detailed inventory. During this process, they gather key value factors such as make, model, dimensions, and **condition**.
- **Separation of damaged goods:** The specialists **separate damaged items from undamaged items**. They can also help with obtaining salvage bids for the damaged goods if required.
- **Valuation based on condition:** The gathered information, including the **condition of the item**, is used later in the valuation process to determine the appropriate replacement cost value (RCV) or actual cash value (ACV) for the insurance claim settlement.
- **Restoration consideration:** For high-value or specialty items, Enservio has experts who determine the condition and decide about the feasibility of restoration versus replacement.

The ultimate goal is to create a comprehensive and accurate report that helps the insurance carrier and policyholder settle the claim fairly and efficiently, taking into account the specific damage of each item.

We received no response to this direct request for clarification.

From: Patrick Stark (forwarding Anna Rozhansky)

To: me

Date: May 30

Anna Rozhansky anna@elements-mn.com

8:08 AM

to Jodi, me

Good morning Jodi,

We have been trying to reach out to Chris to schedule the inventory of the cleanable vs. non-cleanable items onsite per your request and have had a difficult time reaching him. We are hoping that he will allow for the inventory on June 4th-6th. The arrival window for Weds would

be 12-1:30 pm and 8-9 am for the consecutive dates. Can you please assist in scheduling so that we can accommodate the inventory request? Also can you please confirm that you have ordered the POD as discussed?

Thanks,
Anna

Anna Rozhansky | Dir Business Development
108 Peavey Road, Chaska, MN 55318
Mobile: 952.367.6361
Email: anna@elements-mn.com

After their initial campaign of direct harassment via text and phone calls failed, the insurer's vendor, Elements Restoration, went silent for nearly two weeks. Then, on May 30th, they initiated a new, more deceptive phase of their strategy. The vendor sent an email to the adjuster containing the deliberate falsehood that they were "having a hard time reaching" me. We view the adjuster's subsequent action of forwarding this email to my father not as a simple administrative task, but as a calculated act of bad faith. By doing so, she became an active participant in the misrepresentation, using the vendor's lie as a pretext to bypass me as the designated claim representative. This created a thin veil of plausible deniability for herself while still executing the "Divide and Conquer" gambit, proving a coordinated effort between the insurer and its agent to undermine our claim.

From: Christopher Stark

To: Patrick

Date: May 30

Dont reply, its yet another attempt at trying to impose their optional program onto us. There are two women from Elements Restoration that have my number. I have even texted back and forth with them. Nobody has attempted to set up an appointment since we initially talked over a week ago when I declined. Yet another lie, so they can attempt to persuade you instead.

Stay on standby, and it should be over soon. I still havent received a reply from Jodi about if Enservio has indeed been doing the valuation or not, and I sent that on Tuesday..

Chris
-

From: Christopher Stark

To: Jodi, Patrick

Date: Jun 3

Hello Jodi,

I inquired with Enservio and found that their valuation had been completed on May 28th, and to get a copy from you. How do things proceed from here?

Thanks,
Christopher Stark

---------- Forwarded message ---------

From: Jodi Reynolds jreynolds@hawkeyeclaimscorp.com

Date: Fri, Jun 6, 2025 at 8:14 AM

Subject: Water claim SS4507

To: VFW.PATSTARK@gmail.com

Good morning, Mr. Stark

This email will serve as a follow up to our prior correspondence regarding your water damage claim. Attached please find a copy of the report from Enservio outlining the inventory of the personal property items damaged. Enservio assisted with documenting the items and their value.

Acuity is requesting Elements Company's assistance to aid in assessing the items that may be salvageable and what is not. As the named insured, we are reaching out to request assistance in scheduling an appointment for their inspection (see attached letter). Please feel free to contact me with any concerns or questions. I am happy to assist in concluding this claim for you.

Thank you again for your cooperation.
Jodi Reynolds

[Text of Attached Letter Dated June 6, 2025]

HAWKEYE CLAIMS CORP.
Adjusters for the Insurance Industry
6900 University Avenue, Suite 125 Windsor Heights 50324
Phone 800-224-4109 Fax 888-371-1977
claims@hawkeyeclaimscorp.com

Dear Mr. Stark,

As you are aware, Hawkeye Claims has been retained by Acuity Insurance to assist us in your above-reported water loss claim. As a part of the adjustment of your claim, Acuity Insurance has also retained the services of Elements Restoration to assist in appraisal of your personal property loss. Christoper Stark has refused to grant permission to Elements Restoration to inspect/appraise your personal property which is the subject of your claim.

Per the policy Conditions section, it includes the duty to show us the property as often as we require:

2. Your Duties After Loss.
   In case of a loss to covered property, you must see that the following are done:

f. As often as we reasonably require:

(1) Show the damaged property;

(2) Provide us with records and documents we request and permit us to make copies; and

(3) Submit to questions under oath and sign and swear to them;

We respectfully request that you, as Named Insured in the Acuity Insurance policy, grant permission for the requested on-site inspection/appraisal of your personal property loss by Elements Restoration at a mutually agreed upon date and time.

Thank you for your anticipated cooperation. Please feel free to contact me with any questions. I am happy to assist.

Respectfully submitted,
Jodi Reynolds

Continuing her established pattern of bypassing the designated representative, the adjuster once again contacted my father directly, this time with a formal settlement offer. This was a clear example of the insurer's "Divide and Conquer" strategy. We view this as a bad-faith tactic designed to undermine my authority and leverage my father's position to coerce us into a procedure we had already rightfully rejected.

From: Patrick Stark

To: Jodi

Date: Jun 9

Ms.Jodi Reynolds,

Chris was at the house the night of this disaster in January and has been going through it all, so I have deferred the personal property part of this claim to him, as he has been working on it extensively. As soon as an agreement has been reached concerning this portion of the claim, we will continue for a closure including carpet, drywalling & any restructuring.

Respectfully,
Patrick (Pat) Stark

---------- Forwarded message ---------

From: Jodi Reynolds jreynolds@hawkeyeclaimscorp.com

Date: Tue, Jun 10, 2025 at 9:34 AM

Subject: Re: Water claim SS4507

To: Patrick Stark vfw.patstark@gmail.com

Good morning, Patrick.

Thank you for the response. We will have Elements company coordinate an appointment with Chris to facilitate what they need in order to compile a list of what is damaged and what can be cleaned

As soon as we have their list, we will be able to conclude the contents portion of the claim and we'll be looking to assist you in concluding ASAP. Thank you again for your assistance in this matter

Jodi

Despite this written assurance to the named insured, the adjuster never contacted me. This broken promise was a deliberate act of deception that served to further delay the claim. This email on June 27th was our first opportunity to formally respond to the Enservio report, and it came only after a manufactured delay of approximately 30 days caused by the adjuster's bad-faith conduct. The sequence of events is as follows: The adjuster made a demonstrably false claim about Enservio's function on May 26th. We immediately challenged this falsehood in writing on May 27th, a query she chose to ignore. After the valuation was completed on May 28th, she waited ten days before bypassing me entirely on June 6th to send a settlement contract to my father. After being redirected back to me on June 9th, she again promised to contact me on June 10th, but failed to do so. We only learned a settlement offer had been made after I proactively contacted my father myself. This entire period represents a willful and calculated delay by the insurer.

From: Christopher Stark

To: Jodi, Patrick

Date: Jun 27

Hello Jodi,

I have received Enservio's Evaluation. It looks like you emailed Patrick instead, and then said you would send it to me so he didn't follow up until I mentioned it nearly a week after the fact. Regardless, I have thoroughly looked through the valuation and found several inaccuracies. As a result, I have compiled a report for you and Acuity, but there are too many pictures to upload through email. If you have Google Drive or Dropbox, I can send them that way. Please let me know asap as there has been alot of lost time! I'll send the report by end of the day.

Thanks,
Christopher Stark

-

From: Christopher Stark

To: Jodi, Patrick

Date: Jun 27

Hello and Good Evening Jodi,

I have attached two documents: The Enservio Inaccuracy Report and Extension Request Claim. As soon as I know which app to use, I can post a folder with every accompanying screenshot required to undeniably state my case. I trust that both you and Acuity will promptly analyze and respond to both documents in a timely manner.

Much Appreciated,
Christopher Stark

-

From: Jodi Reynolds

To: me, Patrick, VFW.PATSTARK

Date: Jul 2

Good morning,

Thank you for the additional correspondence. I have added the attached documents to include the extension request to your claim file. As a follow up to our prior correspondence, Anna Rozhansky with Elements Co has been retained to assist in assessment of the damaged personal property items. They are in agreement with assessment on site if you still prefer. They advise they have an appointment opening for July 7, to help conclude as soon as possible for you. Anna advises she has left a message to confirm that date will work for you or schedule a date that works for the two of you. Please contact Anna direct to schedule that appointment as to what date works for the two of you. As soon as that is completed, your revised list as well as the Enservio, Elements report will be reviewed and the information needed to conclude your claim as soon as possible for you. We appreciate all of your time and assistance.

Best regards
Jodi Reynolds

This email from July 2nd marks a pivotal moment of bad faith. We had just submitted a comprehensive rebuttal report detailing a $21,298.28 valuation discrepancy and demanding a re-inventory by the qualified vendor, Enservio. The adjuster's response completely ignores the merits of our formal dispute. Instead of addressing the documented errors, she pivots back to the previously rejected demand to involve Elements Restoration. This is a willful refusal to engage in a reasonable settlement discussion and constitutes a clear pattern of stonewalling, designed to obstruct the claim rather than resolve it.

From: Christopher Stark

To: Jodi

Date: Jul 2

Subject: Re: Water loss follow up (Claim #SS4507)

Dear Ms. Reynolds,

Thank you for your email.

Regarding the proposed assessment by Elements Restoration, we must respectfully decline this offer. As we have stated in previous correspondence, we do not believe a restoration company is the appropriate vendor for this stage of our claim, nor is such a step required by our policy.

Our position and the only path to resolving this claim are detailed in the comprehensive rebuttal report we submitted on June 28, 2025. Your email does not address the two fundamental issues raised in that report:

The $21,298.28 discrepancy in Actual Cash Value for the items that were already inventoried by Enservio.

The need for a complete reinventory by Enservio to document the nearly 900 items that were omitted from the initial valuation.

The current dispute is a matter of proper valuation, which is Enservio's area of expertise. The items in question are total losses due to direct water immersion and do not require a "salvageability" assessment from a cleaning company. Therefore, we must reiterate our formal request. To move forward, we require a response that directly addresses the valuation discrepancies in our report and confirms that a supplemental inventory with Enservio has been ordered.

We look forward to your response to the specific points and demands outlined in our rebuttal report.

Best regards,
Christopher Stark (on behalf of Patrick Stark)
-

From: Jodi Reynolds

To: me

Date: Jul 3

Good morning,

Thank you for your email. This email will acknowledge receipt of the same and denial of Elements Restoration assistance. We will review the additional information you have provided and will follow up accordingly.

Best regards,
Jodi
-

From: Christopher Stark

To: Jodi

Date: Jul 14

Hello and Good Morning Jodi,

I have an amendment of the rebuttal I'll send shortly, so go ahead and disregard the first. There are limited but substantial additions that needed to be included. I will follow up soon, likely today.

Thanks,
Christopher Stark
-

From: Jodi Reynolds

To: me

Date: Jul 14

Hello Christopher..

Thank you. I do appreciate the update. I would like to review and obtain an agreed contents settlement figure this week, so I can conclude this week for you .

Have a good evening.
Jodi
-

From: Christopher Stark

To: Jodi

Date: Jul 15

Subject: Formal Rebuttal for Claim #SS4507

Good morning Ms. Reynolds,

Please find our formal rebuttal to the Enservio settlement offer attached to this email, along with its supporting exhibit (Exhibit A: Itemized Valuation Disputes). We look forward to your written response confirming that a re-inventory has been ordered.

Sincerely,
Christopher Stark (on behalf of Patrick Stark)

Note on Violation of Prompt Payment Laws:
The adjuster's refusal to release the undisputed ACV amount of $32,155.77 is a clear violation of Iowa law. The Iowa Administrative Code (191—15.7) mandates that insurers must affirm or deny liability on claims and "offer payment of that part of the claim which has been determined and is not in dispute within thirty days after receipt of the claim." The insurer's failure to pay this amount, which was established by their own vendor's report, constitutes an illegal and bad-faith withholding of funds.

From: Christopher Stark

To: jreynolds

Date: Jul 16

Subject: Request for Payment of Undisputed Amount - Claim #SS4507

Dear Ms. Reynolds,

Following up on the formal rebuttal and supporting documents for Claim #SS4507 that were sent yesterday, this email is to formally request the immediate payment of the undisputed portion of our personal property claim. As established in the Enservio claim summary dated May 28, 2025, the undisputed Covered Loss at Actual Cash Value is $32,155.77.

We request that this amount, which is not in dispute, be released promptly while the disputed portion of the claim is under review and awaiting the re-inventory. Thank you for your prompt attention to this matter.

Sincerely,
Christopher Stark (on behalf of Patrick Stark)

Claim #SS4507
-

From: Jodi Reynolds

To: me

Date: Jul 17

Good morning, Chris.

I also wanted to pass along that have been in correspondence with the Home Office regarding issuing RC Initially rather than ACV so hopefully that will simplify the process for you as well . I will follow up shortly.Thank you again.Have a good morning

---

This email is a classic "delay and deflect" tactic. Received just one day after our formal demand for the immediate payment of the undisputed ACV of $32,155.77, the adjuster completely ignored the demand. Instead, she introduced the prospect of an "RC Initially" payment. We believe this was intended to delay payment of the amount already owed and shift the focus away from the insurer's legal obligation to promptly pay undisputed funds.

From: Christopher Stark

To: jreynolds

Date: Jul 17

Subject: URGENT: Second Request and Formal Demand for Extension - Claim #SS4507 - Deadline in 4 Days

Dear Ms. Reynolds,

This is our second and formal demand for an extension of time regarding our personal property claim, #SS4507. Our original request for an extension was sent to you via email on June 27, 2025, and has been met with 20 days of silence from Acuity. The 180-day policy deadline is now just four days away, on July 21, 2025. Your failure to respond to our initial time-sensitive request, combined with the profound deficiencies in the Enservio report as detailed in our rebuttal of July 15, has made it impossible for us to resolve the Actual Cash Value of our loss. This resolution is a necessary prerequisite before we can begin the replacement cost process. The delays in this claim are directly attributable to the insurer and its vendor.

Therefore, we formally demand an extension of no less than 180 days to submit our replacement cost claims. This new 180-day period shall commence from the date of the final settlement of the full and correct Actual Cash Value for this claim.

Given the extreme urgency created by your lack of response, we will proceed on the basis that this necessary extension is granted unless we receive a formal, written denial of this demand from Acuity within 48 hours of this email's transmission. Ignoring a policyholder's formal request regarding a contractual deadline for 20 days is a significant procedural issue. A failure to grant this extension under these circumstances would effectively prevent us from realizing the full replacement cost benefits of our policy and would be considered a clear breach of Acuity's duty of good faith and fair dealing.

Sincerely,
Christopher Stark (on behalf of Patrick Stark)
-

From: Jodi Reynolds

To: me

Date: Jul 17

Dear Mr. Stark,

Thank you for your email. This email will serve as a follow-up to our prior correspondence earlier this week acknowledging your additional items submitted for review. We will we are currently reviewing the additional revised list you sent this week and will follow-up as soon as we have had a chance to review the additional items submitted. I anticipate contacting you within the next couple of days with the revised ACV offer. I am looking forward to concluding with you as soon as possible. Thank you again for your assistance.

Best regards
Jodi

Note on the Broken Promise and Strategic Silence:
This email is a classic bad-faith delay tactic. Just three days prior, the adjuster had explicitly promised to "conclude this week for you". Now, faced with a formal rebuttal and a demand for undisputed funds, she abandons that promise, offering only a vague commitment to follow up within "the next couple of days". This was a calculated fabrication designed to create false hope and buy time. No offer was made in that timeframe; instead, she went completely silent for two weeks before returning with a deceitful lowball offer, proving her initial promise was made in bad faith.

From: Jodi Reynolds

To: me, VFW.PATSTARK

Date: Jul 18

Subject: RE: RC settlement offer

Good morning, Christopher and Patrick

Thank you again for all of your assistance in concluding this claim. We are sorry for your loss. I want you to know also, that Acuity Insurance is aware of your intent to replace the damaged content items and pursue RC imbursement. In doing so, Acuity is aware and has documented that you are making a claim/pursuing RC coverage for Personal Property, within 180 days of loss, that will suffice. Therefore, you don't need to formally submit a RC claim for extension. Your initial and subsequent list of Content items have been reviewed, including your rebuttal of the Enservio list. Accordingly, Acuity has agreed to issue RC payment upfront, rather than issuing initial payment based on ACV and issuing RC after replacement has been concluded as an effort to aid in concluding the claim for you. (This would simplify the claim for you, if Replacement Cost is issued initially, rather than waiting for purchase , replacement of each item.

In an effort to assist in concluding the claim, we present the following RC settlement figure:

$70,148.93 RC (Per your revised documentation)

-$8,519.30 Less services included on initial contents list. Unfortunately, coverage is for content items only. Therefore, I can not include lost wages, gas, lap top recovery, fuel, etc.

$61,629.63 Replacement cost for content items.

We have included Patrick on this email as he is a named insured. Please confirm if you concur. If so, I will forward a Proof of Loss for the same and make a draft request today.

We shall await your review and response.

Best regards,
Jodi

Note on the Deceitful 'RC Upfront' Offer:

This email contains two critical maneuvers. First, the adjuster quietly concedes our demand for a 180-day extension, a procedural victory that would become essential later. Second, and more significantly, it presents a settlement offer that is a masterclass in misdirection.

*To arrive at her figure, the adjuster took the corrected **ACV** from our own rebuttal, dishonestly re-labeled it as an **"RC"** payment, and then subtracted $8,591 for a "Services" category from our initial, months-old inventory—a category that had not been part of our claim since April. This was not a simple mathematical error; it was a deliberate act of misrepresentation, designed to create the illusion of a generous "Replacement Cost" offer while, in reality, offering less than the corrected Actual Cash Value of a fraction of the total claim.*

Phase III: Legal Counsel & Invocation of Appraisal (August 2025)

From: Jodi Reynolds

To: me, VFW.PATSTARK

Date: Aug 1

Subject: Claim# SS4507 Settlement offer follow up

Good morning, Christopher & Patrick

This email serves as a follow up to our July 18 offer to conclude your Personal Property claim . As noted, Acuity is offering to conclude the Replacement Cost claim upfront, rather than issuing the initial draft for Actual Cash Value and awaiting replacement purchase receipts to issue the Replacement Cost draft. To briefly review, that figure is as follows:

$70,148.93 RC (Per your revised documentation)

-$8,519.30 Less services included on initial contents list. Unfortunately, coverage is for content items only.

Therefore, I can not include lost wages, gas, lap top recovery, fuel, etc.

$61,629.63 Replacement cost for content items.

Please advise after you've had the opportunity to consider. The draft will be issued as soon as we hear back from you. Please don't hesitate to let me know if you have any questions. I am happy to assist.

Best Regards
Jodi Reynolds

Acuity failed to even acknowledge the items we rejected from Enservio's report. Enservio had grouped nearly a thousand of our rare, sought-after books, video games, software and other unique media into generic categories like 'Softcover books', 'Hardcover books', 'VHS tapes', etc. They then assigned each category a single line item based on an extremely low average price per item. To take it even further still, the Enservio report had valued all my discs at 'repair' cost (about 50 cents per disc), as if claiming discs saturated in water for up to 24 hours could somehow be 'repaired'.

My rebuttal report came in two phases. The first was the written document addressing all of the flaws regarding the Enservio report. The second was our first spreadsheet showing the true total values of the inventoried items, alongside a demand that Enservio or another valuation company come back to inventory the items they improperly grouped or omitted entirely. In the

written rebuttal document, we prove (with sources) that water damaged discs can't be repaired. We also explain why free market value (FMV) is the correct way to value the items they improperly 'grouped', as each individual item is vastly different than the next.

*Ultimately, we rejected the amount Enservio had attributed to all our improperly grouped items altogether from the total we had calculated in our rebuttal figures. These 'grouped' items totaled nearly $5,000 on the Enservio report. To summarize, our initial RCV calculation totaled $90,326.12 (an amount calculated **after** rejecting the nearly $5,000 Enservio valued our nearly thousand 'grouped' items as). Even Acuity's chosen counsel, Dustin Zeschke, brings this $90,326.12 figure up in one of his emails to us, stating it as our correct RCV. The $70k figure Jodi used in her offer was actually based on my corrected ACV (Actual Cash Value) calculation from that first rebuttal spreadsheet, but she deliberately mislabeled it as an 'RC' (Replacement Cost) payment in attempt to conflate the two distinct valuation methods.*

Furthermore, our 'grouped' items had yet to be properly evaluated at FMV. Free Market Value is the only correct way to value these items, as over time there reaches a point in which such items no longer depreciate, but instead 'appreciate' (and sometimes significantly so). This contradicts the standard model of evaluation, so these types of items by default fall into a class of their own, in which FMV is the only accurate method for proper valuation. Oddly enough, the Acuity policy specifically highlights this point as well.

*By this time I had researched and learned much in the world of valuation. I had inquired with public adjusters; listening carefully and jotting down notes. I found out how to find the average current market price for each of our individual items, backed by multiple credible sources. I learned how to implement "like kind & quality" (LKQ). As a result, I was confident that instead of waiting for Enservio to reinventory our 'grouped' and omitted items only to create another flawed evaluation that I would once again need to dispute, I could conduct one fairly myself. This would save both us and Acuity the trouble and time of having another valuation company come back out for damaged items they already know are there. My assumptions were also reinforced by the fact that Acuity didn't challenge a single one of the 155 line-item disputes in my initial rebuttal and accompanying final evaluation spreadsheet pertaining to the items Enservio **did** properly inventory before Acuity made an offer. Their offer was also clearly made, "...per my documentation" as stated in Jodi's offer email.*

Acuity would also save a significant amount of money too, as I would technically be doing the evaluation for free and just as much for them as for me. Upon researching a resolution, I stumbled upon the concept of a "global settlement demand," and after finding out more we decided to implement it.

Although framed as a "demand" my intent was to essentially save my dad and I time, and Acuity money. This would be most efficient, and we would all come out on top.

From: Christopher Stark
To: jreynolds
Date: Aug 3

Subject: Global Settlement Demand - Claim #SS4507

Dear Ms. Reynolds,

This letter is in response to your correspondence of July 22, 2025, and the settlement offer contained therein. After a thorough review, we must respectfully reject that offer.

While we acknowledge and accept Acuity's concession to our full corrected Actual Cash Value of $70,148.93 for the items documented on the initial, flawed Enservio report, the offer was fundamentally incomplete as it failed to address the hundreds of items omitted from that report. To correct this, we have undertaken an exhaustive, line-by-item analysis of all damaged personal property. The attached spreadsheet represents the first and only complete and accurate accounting of this entire loss. It provides the necessary and definitive itemization of the approximately 900 items that were either omitted entirely or improperly grouped together during Enservio's initial inspection. This comprehensive valuation was conducted with the utmost diligence. We believe that by using this detailed and verifiable work, Acuity can avoid the significant and duplicative cost of hiring another contents specialist.

The total Actual Cash Value (ACV) for these omitted and supplemental items is $85,933.15. Therefore, the full and correct ACV for the entire contents portion of this claim is the sum of the two components:

- Conceded ACV (Initial Inventory): $70,148.93
- Omitted & Supplemental ACV: $85,933.15
- Total ACV: $156,082.08
  This total represents the full, fair, and undisputed cash value of the loss as it stands today, preserving our right to claim recoverable depreciation as outlined in the policy. However, in a good faith effort to bring this long and difficult process to a swift, final, and amicable conclusion, we are prepared to fully and finally settle the entire contents portion of this claim for the immediate payment of $149,082.08.
  We trust that this comprehensive and meticulously documented demand will be sufficient for Acuity to process the claim without the numerous delays and complications that have marked this process to date. We look forward to your prompt response addressing this demand in its entirety.

  Sincerely,
  Christopher Stark (c/o Patrick Stark)
  -

From: Jodi Reynolds

To: me

Date: Aug 5

Good morning,

This email will acknowledge receipt of your additional request which has been reviewed with Acuity's Corporate Office. In order to accurately address the loss scope, Acuity Insurance Co

Is requiring a mandatory personal property inspection by Elements Restoration . As previously outlined in our prior correspondence, this request is in accordance with the guidelines outlined in the policy. Accordingly, we will reach out to Elements Restoration to schedule an appointment for an on-site inspection of the Personal Property items presented. In order to accommodate your schedule, Elements will be contacting you to present a couple of availability dates. We are appreciative of your assistance with this matter. Elements will be reaching out to you shortly .

Best regards,
Jodi Reynolds
-

From: Christopher Stark

To: Jodi

Date: Aug 5

Subject: RE: Global Settlement Demand - Claim #SS4507

Dear Ms. Reynolds,

Thank you for your prompt acknowledgment of our Global Settlement Demand. We consent to an on-site personal property inspection as provided for under the terms of the policy. However, given the documented history of your office improperly attempting to coerce us into using Elements Restoration for mitigation work against our repeated declinations, their involvement in the valuation process is unacceptable and represents a clear conflict of interest. We do not consent to an inspection performed by this vendor.

To ensure a fair, impartial, and professional process that can bring this matter to a swift conclusion, we require that the inspection be performed by a neutral, IICRC-certified contents specialist who has had no prior involvement in this claim and is mutually agreed upon by both parties.

Please provide a list of three alternative, neutral inspection firms for our review at your earliest convenience. We look forward to resolving this procedural matter so that we can finalize the settlement of this claim.

Sincerely,
Christopher Stark (c/o Patrick Stark)
-

From: Kristine A. Waschkat
To: vfw.patstark@gmail.com, Christopher Stark, Dustin
Date: August 13, 2025
Subject: Acuity: Patrick Stark - 3010 8th Street

Attached please find correspondence regarding the above-referenced matter.
Kris Waschkat
Swisher & Cohrt, PLC

[Text of Attached Letter Dated August 13, 2025]

Re: Property damage claim at 3010 8th Street, Marion, Iowa; Acuity Claim No. SS4507

Patrick Stark and Chris Stark,

This firm has been retained to represent Acuity regarding a property damage claim arising from water damage that occurred at 3010 8th Street, Marion, Iowa. It is my understanding that the home is owned by Patrick Stark, and Chris Stark resides there. If you have counsel, please forward this letter to them as I cannot speak to you directly if you are represented. If you are unrepresented, then we can communicate directly.

As an initial matter, with Chris Stark residing at the property, please let us know if there is any other applicable insurance for this claim. For example, in the event Chris Stark is considered a tenant, renters' insurance may have applicability.

It is my understanding that Acuity retained Enservio to inventory the items submitted on your initial claim. However, no determination has been made regarding what property was actually damaged or which property could be cleaned, repaired, or salvaged. Acuity has retained Elements Restoration to complete that work. I believe an appointment has been scheduled at least twice, and you have cancelled both of those appointments. It is also my understanding that in recent correspondence you have indicated that Elements Restoration has a conflict of interest. Your letter states "given the documented history of your office (Hawkeye Claims Corp.) improperly attempting to coerce us into using Elements Restoration for mitigation work against our repeated declinations, their involvement in the valuation process is unacceptable and represents a clear conflict of interest." It is unclear how Elements Restoration in attempting to set up a meeting to review the property creates a conflict of interest. We do not believe any conflict of interest exists with Elements Restoration performing the work, and no factual basis of a conflict has been identified in your correspondence.

This claim needs to be timely addressed. Elements Restoration will reach out in the near future to schedule, for the third time, the opportunity to inspect the property you are claiming to be damaged. Your contractual obligation under the policy provides that "[i]n case of a loss to covered property, you must see that the following are done... [a]s often as we reasonably require... [s]how the damaged property." Your continued refusals may be deemed a breach of your contractual obligations under the policy, and your refusals to allow Elements Restoration to inspect the property is prohibiting the evaluation of the claim.

It is also my understanding that you initially submitted your contents list of the alleged damaged items, which by your calculation totaled $89,162.91. Your correspondence dated August 4, 2025, indicated you are making a contents claim of $156,082.08. It is believed all of your

content claims are provided for in the excel spreadsheet you provided. However, adding up the amounts you list on your excel spreadsheet we believe totals $105,326.12 for your calculated replacement cost, and $96,158.23 for your calculated ACV. Accordingly, we are unsure where the calculation of $156,082.08 came from. If you can please verify that all the contents you claim to be damaged are included on the new excel spreadsheet, and any additional information regarding the calculated damages.

We look forward to working with you on the timely resolution of this claim.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

We initially viewed these questions about my status as a 'tenant' and the existence of 'renters' insurance' as bizarre and irrelevant legal posturing. It was only later, upon learning of Acuity's intent to reclassify the policy to that of a 'rental property,' that the true, premeditated nature of this line of questioning became clear. This was not a procedural inquiry; it was the first step in a calculated gambit to manufacture a basis to fundamentally alter or terminate my father's long-standing policy.

We immediately identified counsel's claim that "no determination has been made regarding what property was actually damaged" as a deliberate, bad-faith misrepresentation. His client, Acuity, had already extended two separate monetary settlement offers, which legally constitutes an admission that damage has been determined. This statement was a calculated falsehood designed to erase the claim's nine-month history and create a false pretext for the unnecessary inspections that followed.

From: Christopher Stark

To: Kristine A. Waschkat

Date: August 13, 2025

Dear Mr. Zeschke,

Thank you for your correspondence. I am happy to provide the final clarification you require. To be perfectly clear, the definitive and correct total ACV for this claim is $166,307.16. This is the number reflected in the detailed, line-by-line calculations of the spreadsheet provided on August 4th. That spreadsheet is the controlling document for this valuation.

The settlement demand, after applying our good-faith concession of $2,379.78 to the definitive total, is therefore $163,927.38. To that end, and in the spirit of professional cooperation, we are formally proposing a "Four Corners" settlement conference to review the valuation drivers in our final spreadsheet. We are confident that any impartial review of the evidence will demonstrate the fairness and accuracy of our valuation. Regarding the inspection, our position remains unchanged. We have already consented to an inspection and require that it be performed by a

neutral, IICRC-certified, and mutually-agreed-upon expert. We look forward to your client's response.

Sincerely,
Christopher Stark (c/o Patrick Stark)
-

From: Kristine A. Waschkat
To: vfw.patstark@gmail.com, Christopher Stark
Date: August 14, 2025
Subject: 'Stark 8-14-25' Acuity: Stark v. Acuity
Attached please find correspondence regarding the above-referenced matter. Hard copy to follow by ordinary mail. Thank you for your attention.
Kris Waschkat
Swisher & Cohrt, PLC

[Text of Attached Letter Dated August 14, 2025]

Patrick Stark and Chris Stark,

We are in receipt of an email from Chris Stark this morning. As an initial matter, it does not appear that your contents calculation adds up to the value that you calculate. But thank you for confirming that the excel spreadsheet contains the entirety of the items you claim. Your email also did not answer whether there is other applicable insurance. Please confirm.

You insist that the inspection be performed by a separate entity other than Elements Restoration. However, you still have not identified any facts which would constitute any conflict of interest. We would also note there is no policy language that provides you to dictate who is permitted to inspect the property. However, in the interest of trying to resolve this claim, we will obtain Puroclean out of Davenport to assist with the inspection. Puroclean will reach out to you and set up an inspection. If you do not permit Puroclean to inspect the property, such refusal will be deemed to be a breach of your policy obligations.

Very truly and yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

Note on the Legal Half-Truth:
Counsel's claim that "there is no policy language that provides you to dictate who is permitted to inspect the property" is a classic legal half-truth, designed to mislead by omission. While technically correct that the policy doesn't explicitly grant us veto power, his statement deliberately ignores the insurer's ***overriding, non-negotiable duty of good faith and fair dealing.*** *This fundamental principle requires any inspection demanded by the insurer to be* ***reasonable, unbiased, and necessary****—conditions Acuity's insistence on a conflicted*

restoration company clearly violated. It is a cynical attempt to use the letter of the contract to extinguish the spirit of the law.

From: Christopher Stark

To: Kristine A. Waschkat

Date: August 14, 2025

Dear Mr. Zeschke,

Thank you for your correspondence of August 14, 2025.

To answer your procedural questions: No, there is no other applicable insurance. And as has been stated, our spreadsheet is the final, audited, and definitive accounting of this loss. We are pleased that Acuity has withdrawn its insistence on using a vendor with a clear and documented conflict of interest. To expedite this process, we will consent to an inspection by PuroClean, provided they agree to adhere to the following standard and professional inspection protocol.

The sole purpose of this inspection is for the vendor to act as a neutral third-party verifier of the facts as presented in our final, audited spreadsheet. The inspection will be governed by these three non-negotiable terms:

Scope: The inspector's role is strictly limited to verifying the existence and pre-loss condition of the items as listed. They will not be conducting a valuation.

Transparency: A full, unedited copy of the inspector's final report, including all photographs and notes, must be provided directly and simultaneously to both parties.

Presence: The policyholder will be present for the entire duration of the on-site inspection.

These are standard and fair terms for any professional third-party verification. Please confirm in writing that you and your vendor agree to this protocol, and we can then proceed with scheduling. We look forward to completing this final procedural step and moving to the immediate settlement of this claim based on the final, audited ACV of $166,307.16.

Sincerely,
Christopher Stark (c/o Patrick Stark)

Note on Counsel's Willful Blindness:
Counsel’s claim in his preceding letter that we "have not identified any facts" constituting a conflict of interest is a direct and willful dismissal of the documented record. The conflict is the vendor's documented campaign of harassment and their clear financial incentive to align with the insurer's cost-saving goals—a fact we had already explicitly stated.

From: Christopher Stark

To: Kristine A. Waschkat, vfw.patstark@gmail.com

Date: August 18, 2025

Dear Mr. Zeschke,

For clarity and to maintain a complete record in this thread, the text of your August 18th letter is included below:

Mr. Stark,

As stated in our last letter, there is no policy language that allows you to dictate who can view the property, nor place any conditions on such. Your obligation under the policy is to, as often as Acuity reasonably requires, show the damaged property. Puroclean will inspect the property and determine what property was damaged by the claimed loss, what items are salvageable, and what items can be cleaned or restored. A copy of the final report will be provided to you. You or your father may be present during their inspection, but cannot interfere with their work.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke
-

We are in receipt of your letter. The inspection scope you have outlined is not a reasonable proposal for a fair claims process. As we have stated, we consent to an impartial inspection to verify the facts of our documented claim. However, your proposal to have a cleaning and restoration company determine "salvageability" is an attempt to conduct a second, biased valuation, not a neutral verification. This is not a reasonable requirement under the policy. The purpose of an inspection is to verify the facts of a loss, not to generate a competing, unqualified opinion on value from a vendor that does not specialize in valuation. Therefore, we must reject the inspection as you have defined it.

To move this claim forward, the path is simple. Your client can either:

Agree to the professional, three-point protocol we have already provided, which ensures a fair and impartial verification; or

Waive this unnecessary second inspection entirely and proceed to a monetary settlement negotiation based on the comprehensive documentation you already possess.

We trust you will advise your client to choose a path that aligns with the standards of reasonable and prompt claims handling as expected by the Iowa Insurance Division, so we can bring this matter to a fair conclusion.

Sincerely,
Christopher Stark (c/o Patrick Stark)

-

From: Christopher Stark

To: Kristine A. Waschkat, vfw.patstark@gmail.com

Date: August 20, 2025

Dear Mr. Zeschke,

For clarity and to maintain a complete record in this thread, the text of your August 20th letter is included below:

Mr. Stark,

To be clear, Acuity had Enservio simply inventory the property. They have determined the value of the property that you initially claimed to be damaged, but they have not had the opportunity to inventory any of your new items that you recently provided in your August 4 spreadsheet. There has been no determination by Acuity or anyone on their behalf of whether the property listed was, in fact, damaged. That is what PuroClean has now been retained to do, which you are refusing to allow. By not allowing the inspection to move forward, you are denying Acuity the ability to properly evaluate the claim, and violating your obligation to allow Acuity in inspect the property.

It is unclear the basis of your objection. PuroClean will determine what property was actually damaged, and for any property damaged, determine whether it can be repaired. The policy provides:

Loss Settlement. Covered property losses are settled as follows:

a. (1) Personal property; (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and (3) Structures that are not buildings; at actual cash value at the time of loss but not more than the amount required to repair or replace.

You have asked for a copy of the report that Acuity obtains from PuroClean, which will be provided to you. We have also indicated that you or your father can be present during their inspection. It is unclear on what basis you continue to refuse the inspection. We would strongly advise you to seek legal counsel to advise you regarding your rights and obligations under the policy, and the potential of Acuity denying your contents claim given your continued refusal and breach of your contractual obligations. Please let us know at your earliest convenience whether you are going to permit PuroClean's inspection.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

This is the second time an Acuity agent has deployed this specific falsehood. On May 26th, the adjuster made the demonstrably false claim that Enservio "does not evaluate," a lie we immediately refuted. Counsel is now attempting to resurrect this debunked narrative as the foundation of his legal strategy.

-
We are in receipt of your letter of August 20. Our goal is to work with you to resolve this claim, and it appears some clarification on the factual history of this file is required.

Your letter states that "no determination of whether the property listed was, in fact, damaged" has been made. This is incorrect. Your client, Acuity, has already made two separate monetary settlement offers on this claim after their initial inspection. An offer to pay for a loss is a legal admission that a determination of damage has been made.

Furthermore, your letter operates on the assumption that our latest spreadsheet consists entirely of "new items." This is incorrect. The vast majority of these items were documented in our comprehensive initial inventory and photographed months ago, with the evidence provided to Acuity well before your vendor's inspection. The issue is not "new items," but your vendor's failure to properly document the items they saw, choosing instead to improperly "group" hundreds of items consisting of video games, books, and other media. Our spreadsheet is the correction of that failure.

Given the history of this claim, your proposal to have a cleaning and restoration company determine "salvageability" is not a reasonable path forward. This is a procedural tactic that has already been attempted for months and was ultimately waived by your client's own actions when they proceeded to make a monetary settlement offer without such an inspection ever taking place. The logical and correct path is to have the original, qualified valuation vendor, Enservio, return to complete their work properly. We would consent to having an Enservio representative return to conduct a line-by-line inventory of the previously grouped and omitted items. This is the most efficient and good-faith path to creating the accurate record needed to settle this claim. We have not, and are not, refusing a reasonable inspection; we are insisting on a professional one. We await your confirmation that you will be scheduling Enservio to complete their inventory.

Sincerely,
Christopher Stark (c/o Patrick Stark)
-

From: Dustin Zeschke
To: me, vfw.patstark@gmail.com, Kristine
Date: Aug 22
Subject: Acuity: Stark v. Acuity
Please see the attached correspondence.
Dustin T. Zeschke

Swisher & Cohrt, P.L.C.

[Text of Attached Letter Dated August 22, 2025]

Mr. Stark,

Your comment that Acuity has made a determination regarding what property was in fact damaged because an amount was offered is inaccurate. An amount was offered after you had cancelled and refused, twice, to allow Elements Restoration to inspect the property. The offer was made in an attempt to resolve the claim given your continued refusals. A determination of what property was in fact damaged has still not been made. We believe that your continued refusals to allow PuroClean to inspect the property is in breach of your policy obligations. Your refusal has prohibited Acuity from inspecting the property to determine what property is actually damaged and determine the appropriate amount of loss. We believe this breach supports a complete denial of your contents claim, since such has repeatedly been requested, and repeatedly denied. In an effort to try and resolve this claim, Acuity is demanding the appraisal process under the policy. That provision provides:

6. Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the residence premises is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

a. Pay its own appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

Please let us know within 20 days your chosen appraiser. We look forward to our appraisers being able to work together towards resolution of this claim.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke
-

From: Christopher Stark

To: Dustin Zeschke

Date: Aug 25

Dear Mr. Zeschke,

We are in receipt of your letter dated August 22, 2025.

It is now undeniably clear that you are operating without a basic grasp of the facts of this file. Your correspondence is predicated on a false narrative, which can only be the result of a profound lack of due diligence on your part. Your client retained you to resolve a dispute, yet your actions have only escalated it through incompetence.

Before we proceed, please confirm for the record: have you personally reviewed your client's complete claim file, including the initial Enservio report and our detailed rebuttals, or are you operating solely on a summary provided to you by your client?

You fabricate a dispute over whether the property was damaged. You now attempt to re-frame your client's prior settlement offers as nuisance payments made only because of our "continued refusals." This is a post-hoc fabrication, directly contradicted by the adjuster's own written statement on July 18, where she justified the offer by stating: "Your initial and subsequent list of Content items have been reviewed, including your rebuttal... Accordingly, Acuity has agreed to issue RC payment upfront... based on ACV... Per your revised documentation."

How do you reconcile your claim that "no determination of damage has been made" with the adjuster's July 18th email, where she stated her settlement offer was made specifically after a 'review' of our 'rebuttal' and was based 'Per your revised documentation'?

You threaten to deny this claim for a "refusal to inspect." This is a bad-faith misrepresentation. We have never refused a reasonable inspection. Furthermore, your claim that your client has not had the "opportunity to inventory" the property is false. Every single one of the 1,191 items in our final audited claim was physically present for your vendor's inspection. Are you not aware that your own vendor's report proves they chose to improperly 'group' nearly a thousand of these unique items into single line items instead of performing a professional inventory, and omitted the rest? We have only refused to participate in a biased valuation by an unqualified restoration company. On what legal basis does your client believe they have the right to compel us to use a specific vendor when the Iowa Administrative Code explicitly prohibits an insurer from requiring a claimant "to have the property repaired at a specific repair shop"?

An insurer cannot engage in a pattern of bad faith to manufacture a dispute and then use that manufactured dispute to force a policyholder into a costly and prejudicial appraisal process. However, to demonstrate our own continued good faith, we will conditionally accept your demand for appraisal, provided your client agrees to the following reasonable terms, made necessary by their own conduct:

1. Immediate Payment of the Undisputed Value: Before we proceed, Acuity will issue payment for the undisputed ACV amount of $32,155.77, as established by your own vendor's initial report. This amount has been formally demanded twice without response.

2. Acuity Will Bear All Costs: Because this appraisal is only necessary due to your client's bad-faith conduct, Acuity will bear 100% of the cost of the process. This includes the fees for our chosen appraiser, your appraiser, and the umpire.
3. A Truly Neutral Umpire: Given your client's documented history of attempting to use biased vendors, the umpire must be a former judge or a certified mediator with no prior relationship with Acuity or your firm, and must be mutually agreed upon in writing.
   This is your client's final opportunity to resolve this claim professionally. We require your written acceptance of these fair and necessary conditions within ten (10) business days. If you reject these terms, we will consider your demand for appraisal to be withdrawn. We will then expect a substantive settlement offer on the full, audited ACV of $166,307.16 within seven (7) business days thereafter. Should your client fail to make such an offer, we will consider it their final refusal to settle this claim in good faith. We will then immediately file comprehensive formal complaints with all relevant regulatory bodies, including but not limited to the Iowa Insurance Division, the Iowa Attorney General's Consumer Protection Division, and the Federal Trade Commission. Furthermore, a separate and equally detailed complaint will be filed with the Iowa Supreme Court Attorney Disciplinary Board. That complaint will specifically highlight your own professional misconduct in this matter, including your failure to perform basic due diligence and your use of demonstrably false premises to threaten a policyholder. Finally, be advised that we will interpret a rejection of these reasonable terms, or any subsequent denial of this claim, as a final act of bad faith. We will then immediately seek private counsel from a plaintiff's trial attorney who specializes in common law, first-party insurance bad faith tort claims to pursue a lawsuit against Acuity for all extra-contractual and punitive damages afforded under Iowa law.

Sincerely,
Christopher Stark (c/o Patrick Stark)

Note on the Springing of the Trap:
This letter is the final, premeditated act in the insurer's war of attrition. Having failed to secure a lowball settlement through months of delays, deceptions, and coercive tactics, counsel now deploys the endgame strategy this entire campaign was designed to enable.

First, he issues a direct, coercive threat: a "complete denial of your contents claim," leveraging our refusal of a non-contractual, biased inspection as a fraudulent pretext. Then, with that threat hanging in the air, he springs the trap. He invokes the appraisal clause—a mechanism designed for good-faith disagreements—to resolve an impasse that he and his client deliberately manufactured. This is the very definition of the ***"Weaponization of Appraisal"*** *we detailed earlier: a contractual remedy twisted into a financial cudgel to crush a policyholder who refuses to break.*

From: Christopher Stark

To: Kristine A. Waschkat

Date: August 26, 2025

Dear Mr. Zeschke,

For clarity and to maintain a complete record in this thread, the text of your August 22nd letter is included below:

Patrick Stark and Chris Stark,

To be clear, Acuity has made several attempts to inspect the property to determine what property was in fact damaged. An appointment was set up with Elements Restoration, twice, which you cancelled, twice. Additional attempts were made, but you then claimed Elements Restoration had a conflict of interest. We asked the factual basis of that conflict, but no valid basis was provided. In the interest of attempting to work with you, we lined up another entity, PuroClean. You then wanted to place conditions on the inspection. These conditions included that the "inspector's role is strictly limited to verifying the existence and pre-loss condition of the items as listed". This would prevent the determination of whether the property was in fact damaged. You also requested to receive a copy of the final report from PuroClean, which we indicated would be provided to you. You asked that the policyholder could be present during the inspection, which we indicated would be permissible. We sent you correspondence to that effect, but you refused indicating you "reject the inspection as you have defined it". You then continued to insist on your conditions, despite no policy language that permits you to do so. We then sent follow-up correspondence, but you continued to refuse PuroClean to inspect the property indicating it was not a reasonable path forward, and instead insisted that Enservio return. Given this history, we decided to invoke the right to appraisal under the policy. You now place conditions on that process as well. You request an immediate payment. The appraisal process will determine the amount of loss, which it is designed to do. You request that Acuity will bear all costs of the appraisal. This is directly contradictory by the policy language, which provides that each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally. You request a "truly neutral umpire", however under the policy language, the umpire is not selected by either you or us. Under the policy, each party selects its own competent and impartial appraiser. "The two appraisers will choose an umpire."

We would again recommend to you to seek legal counsel to assist you in review of the policy language and determining the parties rights and obligations under the policy. In our correspondence, dated August 22, 2025, we invoked the appraisal process. Please let us know within 20 days your selected appraiser. We have selected Michael Schwartz with LJ Shaw & Company.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

-

We are in receipt of your letter dated August 26, 2025. Your letter ignores every material fact we have presented and instead repeats a series of demonstrably false premises. This stonewalling tactic is unprofessional and unproductive. Before this matter can proceed, we require your direct and substantive answers to the following questions:

Your legal position is predicated on a series of falsehoods. Is this because you have failed to conduct a basic review of your client's claim file, or are you now knowingly misrepresenting the facts?

How do you reconcile your claim that "no determination of damage has been made" with the adjuster's July 18th email, where she stated her settlement offer was made specifically after a 'review' of our 'rebuttal' and was based 'Per your revised documentation'?

You claim your client lacked the "opportunity to inventory" our property. Are you not aware that your own vendor's report proves they were on-site, but chose to improperly 'group' nearly a thousand unique items into single line items instead of performing a professional inventory?

On what legal basis does your client believe they have the right to compel us to use a specific restoration company when the Iowa Administrative Code explicitly prohibits an insurer from requiring a claimant "to have the property repaired at a specific repair shop"?

Your client's demand for appraisal is predicated on a dispute they have manufactured through their own incompetence and bad faith. Your refusal to substantively engage with the facts is the sole reason for the current impasse. Furthermore, your client's claim that this impasse is due to our "refusal to inspect" is a bad-faith misrepresentation that is directly contradicted by the timeline of this claim. To date, we have taken five full days off from work to make the property available for inspection. This includes the initial, hostile inspection where your client's first adjuster abandoned the site without notice (May 1st), a subsequent "no call, no show" for a second scheduled day (May 2nd), the two full days your client's own valuation vendor, Enservio, was on-site conducting their inventory (May 13th and 14th), and a fifth day that was hastily canceled by your client the evening before it was to occur (May 15th). We have a complete and documented record of our cooperation.

Every single line of communication has been through email for several months, and will remain that way. The facts of this claim are undeniable, and easily accessible. Your client's continued refusal to acknowledge these facts is the sole cause of this delay. We await your written answers to these questions. Your response will determine whether we can resolve this matter directly or must proceed with filing formal complaints with the Iowa Insurance Division and the Attorney Disciplinary Board.

Sincerely,
Christopher Stark (c/o Patrick Stark)

Counsel's rejection of our conditions for a fair appraisal is a critical piece of evidence. By refusing to agree to pay the undisputed amount, bear the costs they necessitated, and select a

truly neutral umpire, the insurer and its counsel proved they have no interest in a fair, impartial process. Their refusal confirms they are only willing to proceed with the one-sided, prejudicial process outlined in the policy, which they believe they can control.

From: NAIC's State Based Systems on Behalf of the Iowa Insurance Division

To: me

Date: Aug 28, 2025

Subject: Confirmation of complaint submitted to the state of Iowa

Your complaint to the Iowa Insurance Division has been successfully submitted via NAIC's State Based Systems. Here are the details for your record.

Date of Submission: 08/28/2025

Case Tracking ID: 128426

Complainant Name: C. Sta****

Your State Insurance Department will contact you to follow up on your submission.

-

From: Dustin Zeschke, SWISHER & COHRT, P.L.C.

To: me, vfw.patstark@gmail.com, Kristine

Date: Aug 29

Please see attached correspondence.

[Text of Attached Letter Dated August 29, 2025]

Mr. Stark,

We have exchanged numerous correspondence. We have made clear to you that Enservio inventoried the property, but no entity has made a determination of what property has in fact been damaged. Acuity has attempted on several occasions to have this done. As your policy clearly indicates, and has been stated to you on several occasions, "[i]n case of a loss to covered property, you must see that the following are done... [a]s often as we reasonably require...[s]how the damaged property." You have continuously refused to allow that inspection, which we believe is a clear breach of your policy obligations. Acuity has no desire to deny the claim. Accordingly, with there appearing to be impasse with you allowing Acuity to inspect the property to determine the damage, we have invoked the appraisal process to try and bring this matter to an amicable resolution. We invoked that right to appraisal on August 22, 2025. As indicated, you have 20 days from August 22 to select your appraiser. Please let us know your chosen appraiser and we look forward to them working together to resolve this claim.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

Note on Adverse Inference:
Counsel's final letter is a masterclass in stonewalling. By willfully ignoring every one of the four direct, evidence-based questions we posed to him, he has triggered the legal principle of an adverse inference. Under the law, a party's refusal to respond to material questions can be treated as a tacit admission that they have no good-faith answer. By refusing to engage, he has provided the final piece of evidence that Acuity has no legitimate defense for its actions and is operating in bad faith.

Note on the End of Engagement:
At this point, it became clear that counsel was not engaging in a good-faith negotiation, but a stonewalling campaign. His refusal to answer four direct, evidence-based questions proved that continuing to repeat the facts to him was a futile exercise. From this point forward, our communications focused solely on documenting his refusals for the record.

Phase IV: Regulatory Complaints & Escalation
(September - Early October 2025)

From: NAIC's State Based Systems on Behalf of the Iowa Insurance Division

To: me

Date: Sep 2

Your complaint to the Iowa Insurance Division has been successfully submitted via NAIC's State Based Systems. Here are the details for your record.

Date of Submission: 09/02/2025

Case Tracking ID: 128471

Complainant Name: C. Sta****

Your State Insurance Department will contact you to follow up on your submission.

-

From: Christopher Stark

To: Dustin, vfw.patstark@gmail.com, Kristine

Date: Sep 5

Dear Mr. Zeschke,

I am writing to you today with a practical problem regarding the appraisal process. The policy requires me to name an appraiser within 20 days of your request. However, to do so, I must have funds available to pay both my appraiser and half of the umpire's fee. As you know, we do not have access to the undisputed $32,155.77 that Acuity's own valuation firm confirmed was owed to us.

There seems to be a logical inconsistency here that prevents us from complying with your demand. Can you please advise on how we are expected to proceed with the appraisal you have invoked?

Sincerely,
Christopher Stark (c/o Patrick Stark)

-

From: Dustin Zeschke

To: me, vfw.patstark@gmail.com, Kristine

Date: Sep 5

Mr. Stark,

The policy provides that each party will pay for its own appraiser and will share the expenses of the appraisal and the umpire equally. We disagree with your comment that there is an undisputed amount. Enservio inventoried the claimed contents and placed an ACV value. This was on the entirety of the claimed contents, but no determination has been made of what property has in fact been damaged. Additionally, you indicated in previous correspondence that you “formally reject the proposed settlement of $32,155.77”. So it is unclear what you claim is an undisputed amount that is owed. With the ongoing issues in resolving the claim, we have invoked the appraisal clause to try and resolve this claim. We intend to follow the policy language, which indicates that each party pays its own appraiser and shares equally in the expenses of the appraisal and the umpire.

Dustin T. Zeschke
Swisher & Cohrt, P.L.C.

Acuity's demand for appraisal, made while unlawfully withholding my undisputed money, represents an audacious form of procedural extortion. By leveraging its vast resources to create a costly, mandatory process and simultaneously holding my funds hostage, the insurer has rendered the very mechanism it invokes an act of financial coercion. It has inverted the legal process into a trap, weaponizing my own money to deny me access to a fair resolution.

Counsel's claim that there is "no undisputed amount" is a ground-shaking confession. His flimsy rationale—that no determination of damage has been made—is a final, desperate lie. It is directly contradicted by Acuity's multiple settlement offers, serving as a transparent admission that the insurer's entire defense is a fabrication and that they have no legitimate justification for their actions.

From: State of Iowa Office of the Attorney General

To: me

Date: Sep 8

Subject: Submission from State of Iowa Office of the Attorney General (Online Consumer Complaint Form)

Thank you for contacting us. Your request has been submitted.

Consumer Information

First Name:Christopher

Last Name:Stark

Who are you complaining about? My Complaint is Against (Company or Name of Individual):Acuity Insurance

Summary of your complaint: Acuity Insurance has engaged in a seven-month campaign of bad-faith conduct to delay, devalue, and obstruct a personal property claim arising from a catastrophic water loss. The total audited value of the claim is $166,307.16. The insurer's misconduct includes a repeated, coercive campaign to force an unqualified vendor's involvement for a non-mandatory inspection. Acuity representatives, including their legal counsel, have made multiple demonstrably false statements to justify manufactured delays. The insurer is currently withholding $32,155.77 in undisputed funds that were established by their own vendor, Enservio. While unlawfully withholding these funds, Acuity has demanded an appraisal. We believe this is a deliberate act of procedural extortion, as it creates an unfair impasse by making it financially impossible for us to participate in the very process they have invoked. Our complaint details how Acuity's actions violate their duty of good faith and fair dealing and are in breach of the Iowa unfair claims practices act.

-

From: Christopher Stark
To: NAIC's State Based Systems
Date: Sep 10, 2025

Subject: Supplemental Information for Complaint #SS4507 - Christopher Stark on behalf of Patrick Stark vs. Acuity Insurance

To Whom It May Concern:

Please accept this email and its attachment as supplemental information for my active complaint, # 128471, regarding Acuity Insurance.

The attached document is a revised and more comprehensive version of the master timeline previously submitted. It includes new, critical information regarding the insurer's potential financial motive for their conduct, which we believe is essential to your investigation.

We respectfully request that you replace the original timeline in our file with this updated version.

Thank you for your time and attention to this matter.

Sincerely,
Christopher Stark

[Attachment: Exhibit A - SS4507 Timeline - 09-08-2025.pdf]

-

From: Christopher Stark

To: Dustin, vfw.patstark@gmail.com, Kristine

Date: Sep 11

Mr. Zeschke,

Today is the deadline you imposed for us to name an appraiser. As you know, Acuity is unlawfully withholding $32,155.77 in undisputed funds on this claim. Your demand that we expend our own funds to participate in an appraisal, while your client holds our undisputed property hostage, is a form of procedural extortion. It is an improper and bad faith precondition designed to make our compliance impossible.

We will not be extorted. We will not validate this bad faith process by naming an appraiser under these circumstances.

This letter serves as our final, pre-litigation demand for the immediate release of the undisputed $32,155.77. Your failure to do so will be considered a final act of bad faith, and we will proceed accordingly.

Sincerely,
Christopher Stark (on behalf of Patrick Stark)
-

From: AG CONSUMER [AG]

To: me

Date: Sep 11

Subject: Matter# 2025-291714, Christopher Stark vs Acuity Insurance

Dear Mr. Stark:

Thank you for contacting the Iowa Attorney General's Consumer Protection Division. We have reviewed your concerns regarding Acuity Insurance.

You may wish to consider contacting the Iowa Department of Insurance and Financial Service regarding your complaint to determine if they can assist you. The IID is the state regulator that oversees companies and individuals in the sale of insurance in Iowa and has general control over all aspects of their business. You may reach their office as follows:

Iowa Department of Insurance and Financial Services

Securities & Regulated Industries Bureau
1963 Bell Avenue, Suite 100
Des Moines, IA 50315-1000
Phone: (515) 654-6600
Email: iowasec@iid.iowa.gov
Website: https://iid.iowa.gov/

Thank you for contacting this office, and we hope this information is helpful.

Sincerely,

Dj P.

Office of Iowa Attorney General Brenna Bird

Note on the Initial AG Referral:

This email represents a standard procedural dismissal, the first and often final response many consumers receive. Its function is to redirect complaints to the appropriate specialized agency—in this case, the Iowa Insurance Division—effectively closing the case within the Attorney General's office. It is a routine administrative filter designed to manage caseloads.

From: Christopher Stark

To: AG

Date: Sep 11

Yes, I sent the IID a complaint too. It's a tricky situation, as Acuity has been on a systematic campaign of bad faith for 7 months. I have documented everything in a forensics-level timeline with the upmost precision, but due to the 'David & Goliath' scenario I'm facing, I can't even get an attorney to look at my documentation despite being wrongfully invoked into an appraisal while simultaneously refusing to release my undisputed funds to fund the very mechanism they have unlawfully invoked. I've tried essentially every bad faith lawyer in Iowa to no interest whatsoever, despite the blatant facts. So as a result, I'm calling out to all available resources in hopes I can at least get eyes on this, as their documented bad faith has been quite extensive. Next to the IIC and the Iowa Supreme Court Attorney Discipline agency, this was the next best shot. Thanks so much for taking the time to acknowledge my case, even if the IID is likely most appropriate. If for nothing else, the timeline reads like a novel and flows with ease. Perhaps with that in mind alone, you will be curious to investigate;)

Christopher Stark
(319)389-5958

Note on the Follow-Up to the AG:

In response to the procedural dismissal, this follow-up was necessary to provide the critical human context that a standard complaint form cannot convey. The goal was to elevate the complaint beyond a routine administrative matter and prevent a forensics-level case of bad faith from being lost in a bureaucratic shuffle. It is a direct appeal for a substantive review of the evidence, rather than a simple jurisdictional hand-off.

From: Iowa Supreme Court Attorney Disciplinary Board

Date: September 12, 2025

Dear Mr. Stark:

The Iowa Supreme Court Attorney Disciplinary Board has reviewed your complaint concerning attorney Dustin T. Zeschke, in his representation of Acuity Insurance, engaged in

misrepresentation, threats, and other improper conduct during the handling of an insurance claim. After careful review, the Board has determined that the issues you raise concern matters properly addressed in the courts of Iowa. Settlement negotiations are often contentious, and positions taken during those negotiations are not admissions of fact or liability. Allegations regarding the validity of inspections, the accuracy of inventory assessments, or the propriety of invoking appraisal procedures are issues to be resolved in litigation or other judicial proceedings, not through the disciplinary process. The Board declines to open a formal investigation into your complaint at this time.

FOR THE IOWA SUPREME COURT ATTORNEY DISCIPLINARY BOARD
Tara M. van Brederode
Director of Attorney Discipline

Note on the Attorney Disciplinary Board's Jurisdictional Sidestep:

This letter from the Attorney Disciplinary Board (ADB) is not an exoneration of the attorney's conduct; it is a jurisdictional deferral. The Board's role is to police specific violations of the Rules of Professional Conduct, such as fraud or theft, not to referee the tactical maneuvers of a civil dispute, however contentious. By framing the attorney's demonstrably false statements and coercive tactics as mere "positions taken during... negotiations," the ADB is effectively creating a procedural refuge for bad-faith conduct.

This response highlights a critical systemic gap: while the attorney's actions may serve as powerful evidence in a bad-faith lawsuit against his client (Acuity), they do not meet the high bar required for the Board to sanction the attorney directly. The ADB's decision closes yet another avenue for a pro se policyholder to seek accountability, forcing them back toward the costly civil litigation process that the insurer's "hired gun" was retained to win.

From: Falzbot, Kim [AG]

To: me, iowasec@iid.iowa.gov

Date: Sep 15, 2025

Subject: Matter# 2025-291775, Christopher Stark vs Acuity Insurance

Dear Mr. Stark,

Thank you for contacting the Iowa Attorney General's Consumer Protection Division. We have reviewed your concerns regarding Acuity Insurance.

You may wish to consider contacting the Iowa Department of Insurance and Financial Service regarding your complaint to determine if they can assist you. The IID is the state regulator that oversees companies and individuals in the sale of insurance in Iowa and has general control over all aspects of their business. You may reach their office as follows:

Iowa Department of Insurance and Financial Services

Securities & Regulated Industries Bureau
1963 Bell Avenue, Suite 100
Des Moines, IA 50315-1000
Phone: (515) 654-6600
Email: iowasec@iid.iowa.gov
Website: https://iid.iowa.gov/
Thank you for contacting this office, and we hope this information is helpful.

Sincerely,

Kim Falzbot
Investigator

Office of the Attorney General of Iowa
1305 E. Walnut St., 2nd Floor
Des Moines, Iowa 50319
Main: (515) 281-5926 | Direct: (515) 281-6709 | Fax: (515) 281-6771
Email: kimberley.falzbot@ag.iowa.gov | www.iowaattorneygeneral.gov

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Note on the Attorney General's Formal Hand-Off:

While the Iowa Insurance Division is the specialized regulator for insurance matters, this email represents a critical departure from a standard, automated referral. It is a direct communication from a named investigator, Kim Falzbot, indicating a hands-on review of the complaint's merits.

By copying the Iowa Insurance Division directly on this communication, the Attorney General's office is effectively putting the specialized regulator on notice: this complaint has been vetted, it is credible, and it requires a serious investigation. This formal hand-off elevates the matter beyond a routine consumer issue, placing it under the implicit oversight of the state's primary consumer protection authority and setting a clear expectation for the IID's subsequent handling of the case.

From: Christopher Stark
To: NAIC's State Based Systems
Date: Sep 15, 2025

Subject: URGENT SUPPLEMENTAL INFORMATION - Complaints 128426 & 128471 - Acuity Claim SS4507

To the Assigned Agent,

I was advised by the IID representative I spoke with today to provide you with this urgent update regarding my complaints.

There are two critical, time-sensitive factors I need to ensure you are aware of:

- **Imminent Threat of Wrongful Denial:** We have refused the insurer's bad-faith demand for appraisal and have made a final demand for payment. We believe a wrongful claim denial from their counsel is imminent.
- **Direct Human Harm:** The insurer's ongoing delays have forced my 76-year-old father, the policyholder, to postpone a necessary hip replacement surgery, causing continued physical pain.

Given that Acuity's response deadline is fast approaching, we respectfully request that these critical factors be taken into account during your review.

Sincerely,

Christopher Stark
(319)389-5958
-

From: Christopher Stark

To: Dustin, vfw.patstark@gmail.com, Kristine

Date: Sep 14

Mr. Zeschke,

This email serves as notice that formal correspondence detailing the handling of claim SS4507 has been sent via U.S. Certified Mail to the Vice President of Claims. This correspondence contains a final, pre-litigation demand for the full and correct value of our claim. Given that this matter is now under executive review, we have been advised that any final determination on this claim by your office prior to the completion of that review would be considered a further act of bad faith.

Sincerely,
Christopher Stark
-

From: Dustin Zeschke
To: me, vfw.patstark@gmail.com, Kristine
Date: Sep 15

Mr. Stark,

This was sent to you on Friday. We wanted to make sure you were in receipt of it.

Dustin T. Zeschke
Swisher & Cohrt, P.L.C.

[Text of Attached Letter Dated September 12, 2025]

Mr. Stark,

As indicated to you in our previous letter, it is unclear what you are claiming is undisputed. As indicated, Enservio inventoried all of the contents and placed a value. But no entity has made a determination of what has actually been damaged. Regardless, even with Enservio's valuation of the entire contents and placing an ACV on those items, you disagreed with it, stating you "formally reject the proposed settlement of $32,155.77". So, we do not understand your position that the amount you formally rejected is undisputed. Please help us understand your position and what items or amounts are not in dispute. We have also invoked the appraisal clause under the policy, and you were required to provide us notice of your chosen appraisal by September 11, 2025. You still have not designated one. As indicated in the policy, each party pays their own appraiser and shares the expenses of the appraisal and umpire equally. There is no obligation on Acuity to pay your share of the appraisal process, nor front the costs. However, as an additional attempt to try and get this matter resolved, Acuity will agree to front the cost of your chosen appraiser and the costs of the appraisal process on the condition that these costs fronted on your behalf by Acuity would then be deducted from the final award determined by the appraisal process. Please let us know if this approach is acceptable to you by end of day Monday, September 15, so we can move forward with the appraisal process. If this is agreeable, we will also allow you an additional 20 days from today to designate your appraiser, which would be October 2, 2025.

Very truly yours,
SWISHER & COHRT, P.L.C.
Dustin T. Zeschke

Note on the ‘Trojan Horse’ Offer:

We view this correspondence, received only after we notified counsel of our executive escalation, as a panicked and reactive maneuver. His claim that it "was sent on Friday" is a transparent fabrication designed to create a false record. The offer itself is a trap—a predatory loan disguised as a good-faith solution, designed to neutralize our regulatory complaints. The impossible "end of day" deadline was a final, coercive tactic intended to provoke an error or mistake on our part.

From: Christopher Stark
To: Dustin, vfw.patstark@gmail.com, Kristine
Date: Sep 16

We acknowledge receipt of your correspondence sent September 15th. For the record, your email claims its attachment was sent on Friday, September 12th. We have no record of receiving any such communication on that date. To resolve this discrepancy for the official file, please provide the original, unedited email from Friday, including its full and complete header data for verification. As previously stated, this matter is now under executive review. We will await a response from the Vice President of Claims.

Sincerely,
Christopher Stark (On behalf of Patrick Stark)

Note on Documenting the Deception:
This email is a tactical maneuver designed to formally document counsel's lie without getting drawn into a debate over the substance of his predatory offer. By acknowledging receipt, we neutralize any future claim of non-cooperation. By placing the burden of proof squarely on him to provide the unforgeable email header data, we expose his fabrication. Finally, by firmly shutting down further dialogue and reiterating that the matter is under executive review, we sidestep his trap and maintain control of the narrative, leaving him in an indefensible position.

Letter Sent via U.S. Mail to Acuity Vice President of Claims:

Date: September 16, 2025

Jamie Loiacono

Vice President of Claims

Acuity, A Mutual Insurance Company

2800 South Taylor Drive

Sheboygan, WI 53081

Regarding: A Multi-Decade Partnership and Claim SS4507

Dear Ms. Loiacono,

For decades, my father, Patrick Stark, has been more than a policyholder to Acuity; he has been a partner in a mutually profitable relationship. He has entrusted you with the protection of his homes and vehicles, consistently paying his premiums with the quiet understanding that Acuity's promise of security was a worthy investment. On January 22, 2025, a catastrophic water loss put that promise to the test.

We are writing to you directly because the conduct of your representatives over the last seven months has become so divorced from the principles Acuity professes that we can only assume you are unaware of it. Instead of the partnership we have valued, we have been met with a systematic campaign of delays, deception, and what can only be described as procedural extortion. This campaign has now moved beyond financial injury and is inflicting a direct human cost. Due to the complete uncertainty of this claim and the unresolved state of his home, my 76-year-old father has been forced to postpone a necessary hip replacement surgery. The resolution of his physical pain is now held hostage by an administrative strategy.

We have attempted to resolve this in good faith at every turn, only to be met with the stonewalling of your retained counsel, whose engagement has served only to escalate the

conflict with threats and demonstrably false premises. As a result of this conduct, this matter is now under formal review by the Iowa Insurance Division, the Iowa Attorney General's Consumer Protection Division, and the Iowa Supreme Court Attorney Disciplinary Board.

The enclosed timeline is not merely a claim summary; it is the full, documented record of a profound corporate and ethical failure. This letter is our final, pre-litigation demand for the immediate payment of the full and correct Actual Cash Value of our claim, which stands at $166,307.16. We trust that you will see the wisdom in correcting this error and restoring the trust of a loyal, multi-decade partner, rather than ratifying the injurious actions of your subordinates. We look forward to your prompt and decisive intervention.

Sincerely,
Christopher Stark (on behalf of Patrick Stark, Policyholder)

Note on the Executive Escalation and its Aftermath:

With all avenues of good-faith negotiation exhausted, this letter represented a formal executive escalation, designed to bypass the obstructionist counsel and force a moment of decision at the highest level. By putting the Vice President of Claims on formal notice of the profound ethical failures of her subordinates and the direct human harm being inflicted, it presented her with a clear choice: either ratify the injurious, bad-faith conduct and accept the liability, or overrule her agents and restore the covenant her company broke.

That decision never came. As of this writing, more than a month has passed since the certified letter was delivered, and the Vice President has remained utterly silent. This is not an administrative delay; it is a calculated tactic. Her silence provides her with a shield of plausible deniability while simultaneously creating a state of strategic paralysis. Because the matter is officially "under executive review," the insurer's counsel cannot impose new deadlines or threats, yet the claim remains unresolved. Her inaction is, in itself, the answer: a tacit endorsement of her subordinates' conduct and the final ratification of her company's bad faith.

From: Dustin Zeschke

To: me, vfw.patstark@gmail.com, Kristine

Date: Sep 17

Mr. Stark,

We understand that you have indicated you sent a letter to the VP claims. However, we want to continue our conversation regarding our ongoing attempts to resolve this claim. My legal secretary has typically sent all of our correspondence by email. Unfortunately, she has been out this week due to a medical issue, and we have been unable to confirm whether or not she sent our Friday, September 12, 2025 letter by email. Additionally, you have stated that you did not in fact receive it on Friday, and trust that to be the case. Accordingly, we will provide additional time. As stated in the September 12, 2025 letter, we are still seeking assistance from you in

clarifying your position of what amounts or items you believe are undisputed. We also indicated in our letter that we were willing to front the costs of the appraisal on the condition that these costs fronted on your behalf by Acuity would then be deducted from the final award determined by the appraisal process. Please let us know by end of day Friday, September 19, if this is acceptable to you. If this is agreeable, we will also allow you an additional 20 days from today to designate your appraiser, which would be October 7, 2025.

We look forward to hearing from you.
Dustin T. Zeschke

Note on Counsel's Retreat: The 'Human Shield' Confession:
Counsel's response is a complete strategic retreat and a tacit confession of his deception. He fails to provide the requested unforgeable evidence (the email header), offering instead a flimsy and unverifiable excuse blaming an absent secretary—a classic 'human shield' tactic designed to absorb blame without admitting fault. His statement that he "trust[s] that to be the case" regarding our non-receipt of the Friday email is not an apology; it is a calculated maneuver to sidestep accountability for the fabrication.

Crucially, he then ignores the executive escalation entirely, attempting to regain control of the narrative by immediately re-setting the trap of his predatory 'Trojan Horse' offer with a new deadline. This email serves as definitive proof that his previous lie was intentional and demonstrates his desperation to resolve the claim before the Vice President of Claims can intervene.

From: Christopher Stark

To: NAIC's State Based Systems

Date: Sep 19, 2025

Subject: Complaints 128426 & 128471

To the Assigned Agent,

Please accept this as the final piece of supplemental evidence for my active complaints.

Shortly after my previous urgent update, we received the attached correspondence from Acuity's counsel. As you will see, the letter is dated Friday, September 12th, but the email proves it was not sent until Monday, September 15th, immediately following our notice of executive escalation.

We believe this is the final piece of evidence demonstrating the insurer's pattern of deceptive, bad-faith tactics. We will now await the outcome of your investigation.

Sincerely,
Christopher Stark

[Attachments: IID - Final Supplemental Evidence.pdf, Stark 9-12-25 -Appraisal.pdf]

Note on the IID's Procedural Mandate:

Eighteen days after filing our initial complaint, with no agent assigned and no communication from the Division, we placed a call to the IID for a status update and to understand the path forward. The representative we spoke with was unequivocal, laying out a clear, three-step procedure that she explained was the standard, official process for all such investigations.

First, she informed us that the insurer, Acuity, had a 30- to 45-day window to submit their formal, written response to our complaint. This, she explained, was why nothing had happened yet.

*Second, and most critically, she gave us a firm instruction: as soon as the IID received Acuity's response, they would **immediately forward a complete copy to us.** *

*Third, she clarified that the Division's formal investigation would **only begin after** we had been given the opportunity to review and provide a rebuttal to the insurer's statement. She made it clear that our response was a required part of the process, and that there was nothing the IID could do in the meantime as far as providing updates, engagement with our evidence or giving any additional information beyond what we had already been given.*

The call provided a complete and logical explanation for the silence. We were instructed not to call or press further, but simply to wait to be contacted with Acuity's response. Accepting this official protocol at face value, we ended the call with a clear understanding of our role: to wait patiently for the insurer's statement so that the investigation, with our participation, could finally begin.

Phase V: Final Options & IID Closure (Mid-October 2025)

From: Patrick Stark

To: keeley.mceniry, me

Date: October 12, 2025

Subject: Signed Authorization - Acuity Claim SS4507

Ms. Keeley McCeniry

Iowa Insurance Division

515-654-6545

As requested, please see the attached dated, and signed authorization from me. You should be able to rotate the email rightside up if it shows otherwise. This supplements the email I sent to you October 9th. Thanks.

Respectfully,
Patrick (Pat) Stark
641-780-9929
-

From: McEniry, Keeley

To: Patrick, me

Date: 10/13/2025

Good Morning,

Thank you for providing both emails to the Division. This email serves as receipt of your signed authorization form. We are continuing our investigation and will reach out to you with our findings once our investigation has concluded.

Best Regards,
Keeley McEniry
Iowa Insurance Division
Iowa Department of Insurance and Financial Services
-

From: Tanya Diestler
To: Vfw.patstark@gmail.com, me
Date: 10/13/2025
Subject: Property damage claim at 3010 8th Street, Marion, Iowa
Please see the attached letter from Attorney Zeschke. Hard copy is being placed in the mail. Thank you.

Tanya A. Diestler
Secretary to Dustin T. Zeschke
Swisher & Cohrt, P.L.C.

[Text of Attached Letter Dated October 13, 2025]

Re: Property damage claim at 3010 8th Street, Marion, Iowa; Acuity Claim No. SS4507

Mr. Stark,

We note that you still have not designated an appraiser and the 20 days has expired. As indicated to you in prior letters, the Acuity policy requires that you allow Acuity reasonable inspections. As we have stated, we believe that you have failed to comply with that policy provision. We have also invoked the appraisal clause twice, including an offer to front the cost of appraisal, but you have declined to designate an appraiser on both occasions. We believe these are additional failures to comply with your policy obligations. These denials have prevented Acuity from appropriately evaluating your claim. We also understand that you have filed a complaint with the Iowa Insurance Division claiming that Acuity has failed to pay an undisputed actual cash value amount. We have attempted to understand what you claim is undisputed, since your own correspondence indicated that you specifically rejected the ACV amount. Accordingly, we have asked you for clarification on what property and the value of that property you claim is undisputed. However, you have declined to provide any response to that request.

We are trying to determine how this claim can be resolved. Even though it is our belief that you have failed to comply on several occasions with your policy obligations, Acuity wants to continue to see if the claim can be resolved. We believe that there are three potential options to try and resolve the claim:

1. Acuity has previously offered you the replacement value of your contents claim in the amount of $61,629.63. Acuity is still willing to pay that amount to resolve this claim.
2. Acuity is still willing to move forward with an unconditional inspection of the contents by PuroClean. We would provide you with a copy of the report from PuroClean. You, your father, and/or your representatives would be welcome to be present during their inspection, but cannot interfere with the inspection. If you choose to move forward with allowing this inspection, you shall coordinate with Acuity and PuroClean to arrange such inspection to take place within 30 days of the date of this letter.
3. Acuity is willing to offer you a third opportunity to participate in the appraisal process. As previously indicated to you, Acuity will agree to front the cost of your chosen appraiser and the costs of the appraisal process on the condition that these costs fronted on your behalf by Acuity would then be deducted from the final award determined by the appraisal process. Pursuant to the policy language, you shall have 20 days from the date of this letter to designate your appraiser.

Please let us know how you would like to proceed. We look forward to hearing from you.

Very truly yours,
SWISHER & COHRT, P.L.C.
By: Dustin T. Zeschke

Note on Counsel's Final Ultimatum: The Dress Rehearsal for a Foregone Conclusion:

This letter, sent just one day before the IID issued its closing statement, is not a good-faith attempt to settle a claim. It is a masterfully timed piece of legal theater, a final dress rehearsal of the fraudulent narrative Acuity had submitted to the regulator, delivered with the supreme confidence of a party that already knows the outcome.

The letter's true purpose was not to negotiate with us, but to create a final, sanitized piece of evidence for the investigator. By re-presenting three previously rejected, bad-faith ultimatums, counsel was creating a false record of "reasonableness." This allowed Acuity to frame the nine-month impasse as the result of a difficult policyholder, rather than a predatory insurer, giving the regulator the exact pretext needed to close the case.

The arguments presented here—that we "declined to provide any response" and that the undisputed amount was unclear—are the very same falsehoods the IID would adopt as its "findings" just 24 hours later. This letter is the script; the IID's closing statement was the performance. It serves as the final, definitive proof that Acuity's counsel was not just arguing a case; he was previewing a foregone conclusion.

From: McEniry, Keeley
To: me
Date: October 15, 2025

Subject: Iowa Insurance Division - Complaint 128426

Good Afternoon,

Please see the attached update regarding your complaint.

Thank you and Best Regards,

Iowa Insurance Division
Iowa Department of Insurance and Financial Services

[Text of Attached Closing Letter Dated October 14, 2025]

RE: Acuity, A Mutual Insurance Company - Complaint #128426

Dear Christopher Stark, on behalf of Patrick Stark:

The Iowa Insurance Division's Market Regulation Bureau (Bureau) has completed its review of your complaint filed against Acuity, A Mutual Insurance Company (Acuity) as it relates to your

concerns regarding an undisputed portion of the claim. Please note, we are not able to become involved in deciding the extent of damage or the amount of settlement related to a claim. However, we are able to review the file to ensure Acuity is following the terms, and conditions, of any applicable policy and Iowa insurance law.

The Bureau sought and received a response from Acuity. According to the information obtained, the $32,155.77 ACV came from the Enservio inventory of the contents. No determination had been made regarding whether the property was actually damaged. Our records show that this inventory was previously provided to you and was declined by you on two separate occasions. The Enservio report inventoried the property claimed to be damaged and placed an ACV value of $32,155.77. However, no determination had been made whether the claimed items were in fact damaged. Acuity states that this was the purpose of the Elements Restoration inspection. Acuity indicates that there has never been an undisputed ACV of the contents actually damaged, as our findings confirm you had rejected those inspections.

It appears on July 16, 2025, you sent an email to Ms. Reynolds stating the $32,155.77 was the undisputed ACV. Our findings indicate that on July 18, an offer was made to try and resolve the case. The basis of the offer was $70,148.93 for replacement cost, but minus items not covered (wages, gas, etc.) for a replacement cost of $61,629.63. This offer was also followed up by email from Ms. Reynolds on August 1, 2025. Our review confirms you then responded on August 3, stating they “must respectfully reject that offer”, and stated they “acknowledge and accept Acuity’s concession to our full corrected Actual Cash Value of $70,148.93”. Acuity then adjusted $8,519.30 for items not related to the contents (gas, laptop recovery, lost wages). Enservio valued the property at $57,669.26 (Replacement Cost). When the offer was rejected, Acuity confirmed they were at a point where re-inventory was not necessary to move the claim forward. Acuity needed to determine what property was in fact damaged and therefore found it necessary to move forward with another 3rd party vendor to assist with the damage assessment of the property. Our review of records show you denied Acuity to look at the property again, which may have prevented them from proceeding further.

Acuity has indicated that there is uncertainty regarding the amount you consider to be undisputed. The $32,155.77 represents the actual cash value (ACV) of all the contents inventoried; however, a determination was not made as to whether all of those items sustained damage. Our findings also reflect that the $32,155.77 amount was previously declined by you on two occasions. Acuity has expressed that they are unclear about which portion of the claim you believe to be undisputed. Additionally, our investigation indicates that Acuity has requested clarification on this matter but has not yet received a response from you specifying which amounts and contents you consider to be undisputed. As of today, Acuity confirms that the personal property claim remains open as they are awaiting the appraisal process. Acuity notes that the claim that there is an undisputed actual cash value amount of $32,155.70, was incorrect, as they state that this figure was a result of Enservio's inspection and valuation process. Our investigation findings indicate that the property has yet to be inspected for actual damage from the water loss. Acuity confirms they are waiting for you to confirm the undisputed amount before proceeding and are currently awaiting your response.

Christopher, thank you for bringing your concerns to our attention and the opportunity for us to investigate. If you have any additional information, documentation, or questions that you would like to share with our division, we would be happy to review those items further. Based on the information obtained in this matter, we were unable to definitively identify any violations of applicable Iowa insurance law. We are not able to ask them to do any more than is required under the terms of the policy or applicable law. If you disagree with Acuity's determination, you may refer to your insurance policy for additional rights available to you or consult with a private attorney.

Respectfully,

The Market Regulation Bureau / Iowa Insurance Division

Note on the IID Closing Letter: A Masterclass in Malpractice:

This closing letter is not a finding of fact; it is the single most important piece of evidence in this entire timeline, as it documents a complete and catastrophic failure of the regulatory process. As detailed in the "Regulatory Collapse" pattern of misconduct, the IID violated its own stated procedure, but the letter itself reveals the depth of the investigator's malpractice through four distinct rhetorical maneuvers:

- ***The Straw Man Shield:*** *The letter opens by stating the IID cannot "become involved in deciding the extent of damage or the amount of settlement." This is a classic straw man. Our complaint was never about asking the IID to appraise our loss; it was about Acuity's bad-faith conduct and the illegal withholding of undisputed funds—allegations the investigator uses this disclaimer to completely ignore.*
- ***The Strategic Conflation:*** *The investigator's most surgically dishonest claim is that "this inventory was... declined by you on two separate occasions." Here, she deliberately fuses two unrelated events—our rejection of an* ***incomplete settlement offer*** *and our refusal of a* ***biased inspection****—into a single, fictitious narrative that paints us as uncooperative.*
- ***The Unchallenged Falsehood:*** *The letter adopts Acuity's central, fraudulent premise—that "No determination had been made regarding whether the property was actually damaged"—as a finding of fact from her "investigation." In doing so, she ignores the two fundamental realities of this claim: that determining damage is the primary function of a national valuation firm like Enservio, and that Acuity's own settlement offers constitute a legal admission that damage was, in fact, determined.*
- ***The Blame Shift:*** *The final act of misrepresentation is the claim that Acuity "has not yet received a response from you" regarding the undisputed amount. This is a direct falsehood, contradicted by the documented record, designed to flip the script and blame us for the impasse.*

The most damning proof of this sham investigation, however, is what is missing. The letter makes no mention of the three supplemental evidence packets we submitted, which included proof of a back-dated letter from Acuity's legal counsel. The investigator's silence on this is a

tacit admission that this explosive evidence was never even considered. The letter is not the product of an investigation; it is the work of a stenographer.

I was absolutely shocked at this. I am still reeling from it.

From: Christopher Stark
To: McEniry, Keeley
Date: 10/15/2025

Keeley,

You must be confusing my claim with someone else's. You have just been assigned to this case 2 days ago, and have not done any investigating. You are literally repeating talking points from Acuity that I have time and time again provided an answer to. You have not contacted me to get a response. Have you even viewed the evidence I gave you, including my master timeline? Who is your superior, and what is their contact information? I will ask one last time, did you even view any of the evidence I have supplied to you? Why did you just parrot invalid talking points from Acuity's response that I have explicitly provided answers to that cannot be discounted? Are you even going to answer my questions, or have you already closed the case on me, 2 days after you were assigned it? I will be including your blatantly fraudulent 2 day long 'investigation' into my timeline, and will take this back to the AG. Your absolute lack of due diligence and professionalism is absolutely unacceptable. You should be ashamed of yourself.

Thanks,
Christopher Stark
(319)389-5958
-

From: Christopher Stark

To: McEniry, Keeley

Date: 10/15/2025

Dear Ms. Keeley McEniry,

Let me assist you on an example of investigation. This is information I was ready to present to you, but first had to update my extensive and concise master timeline document to reveal even more and perhaps the most significant deception Acuity has engaged in yet, plus clear up and clarify any of my imperfect narration in the opening pages.

But in those 2 or 3 business days since I first heard from you and immediately went to preparing these updates, you decided to close the case on me immediately upon receiving Acuity's written statement (and without question, I might add). You didn't even care to send a copy of this written statement to me, which you were clearly never intending to do.

The bottom line: I did not reject Enservio a single time. In fact, I demanded for them to come finish what they started. Enservio determined the cause of damage, as illustrated in their list of duties. I simply rejected an unqualified restoration company to come test for 'salvageability'. This information is riddled throughout my master timeline I sent you. You simply can't miss it. Also, how you go on about deducting 'services' from my ACV (not RCV) when including such things on my valuation was long abandoned months prior is just plain lazy on your part. There is simply no getting around this.

An investigation, at its core, is a search for the truth. It begins not with an answer, but with a question. In the nine-month history of this claim, one question remained stubbornly unanswered, a discordant note in a symphony of bad faith: Why was Acuity’s chosen lawyer, Dustin Zeschke, a ghost?

The search for this answer began simply. In the face of Acuity’s demand for appraisal, we began the due diligence of contacting seasoned, reputable appraisers across Iowa—the professionals who spend their careers negotiating against insurance company lawyers. As we spoke with them, a strange pattern emerged. The world of Iowa insurance law, we were told, was a small one.

These appraisers knew the players. They knew the "resolvers"—the attorneys hired by insurers to find a number and close a file. Yet, when we mentioned the name Dustin Zeschke, we were met with a consistent, puzzling silence. No one knew who he was.

For an investigator, this is the loose thread. This is the anomaly that begs to be pulled. A simple question arises: Why, in such a small and insular professional community, was Acuity’s chosen counsel an unknown? Was he new? Inexperienced? Or was he something else entirely?

The answer, it turns out, was a matter of public record, waiting for anyone willing to look.

A proper investigation would have revealed that Mr. Zeschke is a member of the Iowa Defense Counsel Association (IDCA). This is not a general bar association. It is a specialized guild for a specific type of lawyer: the defense litigator. Its members are not hired to negotiate fair settlements; they are hired to fight, to stonewall, and to win lawsuits for their corporate and insurance clients. They are not "resolvers"; they are warriors brought in for a battle.

And with that one, simple, publicly available fact, the entire nine-month mystery of this claim is solved.

Acuity’s strategy was never to find a fair resolution. Their decision, made long ago, was to wage a war of attrition. They did not hire a diplomat; they hired a hired gun. The endless, coercive push for Elements, the demonstrably false statements, the refusal to engage with evidence, the back-dated letters—these were not the mistakes of a mishandled claim. They were the deliberate, premeditated tactics of a specialist retained for the sole purpose of crushing a policyholder.

This is what a real investigation uncovers. Not a recitation of the insurer's talking points, but the story behind them. It unmasks the players, it reveals their motives, and it exposes the truth. A truth that, in this case, has been waiting in plain sight for nine months.

I will be including this experience in my novel, on my youtube channel and friend's youtube channels, to the press and to the AG to name a few, with the IID named directly.

Sincerely,

Christopher Stark
(319)389-5958
-

From: Christopher Stark

To: Keeley McEniry

Date: Oct 21, 2025

Subject: Formal Request for Clarification and Final Position on Complaint #128426

Dear Ms. McEniry,

Following the closure of our complaint, a number of profound factual and procedural discrepancies remain that require your direct, formal response. To that end, please provide written, numbered answers to the following seven questions, which are based entirely on the documented record of this claim and your Division’s handling of it.

1. Did you, at any point during your five-day investigation, read the full Master Timeline document provided as the primary evidence for this complaint?
2. What is the Iowa Insurance Division’s official definition of “undisputed funds,” and on what legal basis did you determine that our formal demand for the $32,155.77 established by the insurer’s own expert did not apply?
3. Do you acknowledge that the primary, fundamental role of a national valuation firm like Enservio is to determine the damage and condition of an item as it is inventoried, and that this is a matter of elementary insurance knowledge? Do you understand that 'determination of damage' and 'determination of salvageability' are two completely different terms? Acknowledge that 'determination of salvageability' is not listed anywhere in the Acuity policy agreement.
4. Do you acknowledge the basic legal principle that an insurer making two separate monetary settlement offers on a claim constitutes a de facto admission that a determination of damage has already occurred?
5. Your letter ratifies a deduction of $8,519.30 for a “services” category. How did you arrive at this figure when that category has not been part of our claim for over seven months and was only present in a preliminary inventory that was never submitted as evidence to your Division? Is this not undeniable proof that you simply copied Acuity’s fraudulent offer from August 1st instead of conducting an independent review?

6. Why did your Division violate the explicit, multi-step procedural mandate we were given over the phone, which required you to forward Acuity's statement to us for rebuttal before any investigation could begin and before any conclusion was reached? Why, upon closing the case, did you then redirect further inquiries away from yourself and toward the general Division, effectively blocking the promised channel for a direct rebuttal to your specific findings?
7. Your closing letter makes no mention of the three supplemental evidence packets submitted to the IID, one of which contained irrefutable proof of Acuity's counsel sending a back-dated letter. Was this evidence of an attorney's documented deception reviewed and deliberately omitted from your findings as irrelevant, or did you fail to review it at all?

We require your formal response to these questions by end of day, Friday, October 24, 2025.

Your silence or failure to provide direct, substantive, and satisfactory answers by this deadline will be received as a tacit admission that the Iowa Insurance Division's investigation was fundamentally compromised. It will serve as the final, documented proof of a complete regulatory collapse and will constitute a formal hand-off of this matter to the Iowa Attorney General's office to conduct the investigation that the IID failed to perform.

Sincerely,

Christopher Stark (on behalf of Patrick Stark)

Note on the Final Indictment:
This final sequence of three emails is not a correspondence; it is a reckoning. Having been denied the promised procedure and met with a wall of institutional malpractice, these communications serve as the final, formal act of turning the tables on a compromised system. They are the transformation of a victim into a prosecutor.

The first email is a visceral, human response to an unreal betrayal. The second is a masterclass in the investigation the regulator failed to conduct, delivering the single, devastating fact that solves the entire nine-month mystery: the unmasking of the insurer's counsel as a "hired gun," a specialist retained not to resolve, but to wage a war of attrition. It provides the "why" for every lie, every delay, and every act of coercion.

The final email is the verdict. It is a clinical, surgical, and unanswerable indictment in the form of seven fundamental questions. It is not designed to elicit a response, but to create a permanent, public record of an official's inability to provide one. The ultimatum it delivers—answer, or your silence will be the proof—is the final act of seizing control. It is a formal declaration that the regulatory process has not just failed, but has become complicit, and serves as the definitive hand-off to the only remaining arbiter: the Attorney General. These emails are not the end of a complaint; they are the beginning of a case.

From: McEniry, Keeley To: me, Patrick Date: October 22, 2025 Subject: Iowa Insurance Division - Complaint 128426

Good Morning,

Our Division attempted to contact you this morning at 9:17 AM. We are looking to arrange a phone call involving you, your father Patrick, and our team to further discuss this matter.

Please note that we have been actively working on this file since August 28th, and our investigation was already underway prior to receiving your father's signed authorization to communicate with you. We wanted to clarify that the case has been in progress for over 40 days.

Please provide us with a few time options that would work for both you and your father for a phone call with our Division. We are available at any time tomorrow during our business hours, Thursday, October 23rd; Friday morning; or anytime between 8:00 AM and 3:00 PM on Tuesday. If none of these times work, please let us know and we will do our best to accommodate your schedule.

Thank you and Best Regards,
Keeley McEniry Iowa Insurance Division Iowa Department of Insurance and Financial Services
-

From: Christopher Stark

To: Keeley McEniry

Date: 10/24/2025 9:40 AM

Subject: Iowa Insurance Division - Complaint 128426

Dear Ms. McEniry,

Thank you for your email received October 22nd.

Given that the Division formally closed this complaint via written correspondence on October 14th, and considering the profound factual and procedural discrepancies documented in our communications, a phone call at this stage would be inappropriate and unproductive.

As detailed previously, the Division explicitly violated the procedural mandate we were given, failing to provide Acuity's response for rebuttal before closing the investigation. Furthermore, your closing letter contained demonstrable factual errors copied directly from the insurer's own rejected settlement offer.

To resolve these fundamental issues, we require a formal, written response. Please refer to our email dated October 21, 2025, which contains seven specific, numbered questions regarding your investigation and findings.

We require your written answers to these seven fundamental questions by the deadline previously stated: end of day (today) Friday, October 24, 2025.

A written response addressing these documented discrepancies is necessary before any further discussion can be constructive. We await that formal response.

Sincerely,
Christopher Stark (c/o Patrick Stark)

I have attached a new, overhauled copy of my Master Timeline Document in both pdf and doc format in case you missed it before.

Attachment:
Exhibit A Master Timeline 10-25-2025.pdf

Note on the Regulator's Evasion:

*This email exchange reveals the IID investigator's final, telling attempt to evade accountability. Arriving just two days before our **imminent Friday deadline** for written answers to seven fundamental questions—a deadline providing nearly as much time as she took for her entire initial "investigation"—her request for an off-the-record phone call is a transparent ploy to avoid creating a permanent record of her inability to defend her findings. Her attempt to rewrite the investigation's timeline ("actively working since August 28th") is a direct contradiction of the documented facts and the procedural mandate we were given during our previous inquiry. Our refusal of the call is not an act of non-cooperation; it is a necessary defense to maintain the integrity of the written record and force the regulator to confront the evidence, or confirm her complicity through silence before the clock runs out.*

From: Christopher Stark

To: Kimberley Falzbot

Date: 10/24/2025 9:30 AM

Subject: Follow Up: Matter# 2025-291775 - Acuity Claim SS4507 - Request for Investigation Following IID Failure

Matter#: 2025-291775

Dear Ms. Falzbot,

I submitted a filed complaint with your office on September 2nd, 2025, regarding Acuity Insurance, and was redirected to the Iowa Insurance Division (IID). I responded with a follow-up message, hoping someone would take a look at my documentation anyway. This is when I received a ‘formal forwarding’ with your name attached on September 15th.

I want to thank you for doing this, as it has provided me with a potential alternative avenue when much else has failed. To this date, you are the only one that has hinted at even reading my documentation, despite being the only entity not officially designated to do so.

Since I have filed my complaint, many more developments have taken place to be concerned about, and it seems everywhere I have turned to within the insurance world has had the same systematic approach to discount my claim and stonewall both my evidence and concerns.

I filed my first complaint with the IID just 5 days before doing the same with your office. 18 days after filing, I called the IID office to get updates and/or more information regarding my case. At this time, the IID representative that answered the phone told me Acuity has 30-45 days to respond, and there was nothing anyone at the IID could do as far as engaging with my evidence, providing updates or even giving me any general information beyond that until then. In other words, all I could do was wait for Acuity's response, a copy of which the IID would immediately send me after receiving, and only then would this initiate the investigation. So I simply waited.

24 days after that (42 since filing), I finally received contact from an agent that had been assigned to my case. She asked me to have my dad fill out a pre-authorization form and sign it before she could speak with me directly. I did this, and had it sent to her by day 3. She thanked me. On the 5th business day this agent was on my case, she closed it with her decision. This was before I received a copy of Acuity's response, in fact I still haven't to this day. This was before even contacting me with her findings. Her conclusion looked like it had literally been copy and pasted from what Acuity's response likely had been, as these were the exact same talking points they had used, all of which I had provided significant, evidence-based responses for time and time again.

To make a long story, well, kind of long I guess, you are my last remaining hope. As I have said before, no 'bad-faith' attorney throughout all of Iowa that I have contacted will even acknowledge the meticulous, painstakingly-crafted timeline I have constructed that explicitly contains the chronological order of all important events and exchanges throughout this 9-month long war of attrition.

I have included an update of this forensics-level timeline, and it flows and reads like never before. If you are on the clock, I all but promise you will find this to be one of the most entertaining and enthralling documents you have read in all of your time at the AG office. Of course I can't say for certain, but I strongly believe this to be the case. Any input or assistance from you would be incredible. Ultimately, I can only assume this document would be of the utmost interest, given your position.

What am I asking, exactly? I would like for your office to conduct the investigation in place of the IID, and I feel my supporting documentation has all of the evidence necessary to explain why this is most appropriate.

Thank you again so much for your time and the official contact. Part of me hopes you did that on purpose with the intent of this possibly happening.

Given the ongoing delays with this claim and their significant impact, I would be very grateful for your timely consideration of this request.

Sincerely,

Christopher Stark

Attached you will find: Exhibit A - Master Timeline Document

This timeline document has been completely overhauled since first being sent to you. It must be read from the beginning, as it contains extensive new developments throughout.

Please completely disregard the initial version you were sent. This new, attached document is the final and definitive record of the claim.

Attachments:
Exhibit A Master Timeline 10-25-2025.pdf
Exhibit A Master Timeline 10-25-2025.docx
-

From: Christopher Stark
To: Tanya
Date: 10/28/2025 7:12 PM

Dear Mr. Zeschke,

We are in receipt of your correspondence dated October 13, 2025.

Please be advised that this entire matter, including the full, unedited timeline of Acuity's conduct, your firm's misrepresentations, and the subsequent "complete regulatory collapse" of the Iowa Insurance Division's review, has been formally submitted to the Iowa Attorney General's Consumer Protection Division for a complete investigation.

This is being handled under Matter# 2025-291775.
As the legitimacy of the entire claim-handling process is now under formal review by the state's primary consumer protection authority, it is premature and inappropriate to respond to the "three potential options" presented in your letter.

Accordingly, all procedural deadlines and proposals set forth in your October 13th letter are necessarily tolled (paused) pending the outcome of the Attorney General's review.

We will continue to cooperate with all reasonable and lawful requests as we await the AG's guidance.

Sincerely,
Christopher Stark (on behalf of Patrick Stark)
-

From: Christopher Stark

To: Tanya Diestler

Date: October 30, 2025

Dear Mr. Zeschke,

Although we are on pause awaiting the executive review, I am writing to you while we wait.

I would be open to entertaining one of your repeated proposed offers—specifically, the one reverting back to Ms. Reynolds's most recent offer of $61,629.63. My willingness to do so, however, is contingent on a good-faith engagement with the actual merits and corrected figures of the documentation she was referencing when she proposed it.

Please advise if you believe such a hypothetical discussion would be productive at this time.

Sincerely,
Christopher Stark (c/o Patrick Stark)
-

[Text of Attached Letter Dated November 4, 2025]

Re: Property damage claim at 3010 8th Street, Marion, Iowa;

Acuity Claim No. SS4507

All,

We are in receipt of your email, dated October 30, 2025. In your email you indicated that you are willing to entertain a settlement for $61,619.63.

However, you indicated it is contingent on "a good-faith engagement with the actual merits and corrected figures of the documentation". It is unclear what that means. As a summary, the residence suffered water damage.

As part of the claim, there was damage to residence itself, along with a contents claim. Regarding the damage to the residence, Acuity has paid clean-up costs to ServePro in the amount of $8,346.61.

You also indicted that your electrical bill increased during this time due to running fans and dehumidifiers. Acuity issued a check to Pat Stark in the amount of $190 to cover that expense. Repairs were then needed to be made to the residence and Servpro provided an estimate to perform that work in the amount of $16,063.96. The policy has a $500 deductible, accordingly a check was issued for $15,563.96 for those repairs. That check was made out to Pat Stark, Teuy Baccam-Stark and Colonial Savings. We are unsure if you went forward and made those repairs.

Then we also have the contents claim which we have exchanged numerous correspondence trying to find a path for resolution. We want to make sure we understand your proposal to resolve the claim. We outlined the payments that have been made above to the extent that is the clarification of the merits or figures that you sought.

Please advise whether you are indicating you are willing to resolve this claim in its entirety for $61,619.63, or whether such would just resolve any contents claim. If just contents, please advise as to any other outstanding issues.

We look forward to hearing from you.

Very truly yours,

SWISHER & COHRT, P.L.C.
Dustin T. Zeschke
-

From: Christopher Stark

To: Tanya [Diestler]

Date: November 5, 2025

Subject: Factual Misrepresentations in your 11/4 Letter (Claim SS4507)

Dear Mr. Zeschke,

We are in receipt of your letter dated 11/04/2025.
Thank you for your response. I am happy to provide the clarification you requested.

First, your summary of the dwelling claim payments is factually incorrect. Your assertion that the $15,563.96 check was "for those repairs" based on a Servpro estimate is false. That payment was for Servpro's demolition and clean-up, not the rebuild. Also, we have no idea where you pulled the value of $8,346.61 from, a value that has never been determined in any prior correspondence.

To be clear:

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* No inspection for the actual dwelling repairs (e.g., drywall) has ever been performed.

* The only inspection that did occur—for carpeting—concluded with variously priced options, none of which were ever selected, meaning no value was established.

* Because no full repair inspection occurred, no repair estimates were ever obtained, and no monetary value for the actual repairs was ever agreed upon.

* It is therefore impossible for a payment "for those repairs" to have been issued, and payment for the dwelling repair is still unequivocally due. This entire dwelling discussion is a deliberate misdirection and is, as I have stated before, separate from and irrelevant to the personal property contents claim. Please do not conflate them.

You stated it was "unclear" what "a good-faith engagement with the actual merits and corrected figures" means. Let me be perfectly clear.

Engaging with the merits means we must first dispense with the two core, bad-faith premises your entire position has been built on:

*** The "Damage vs. Salvageability" Fraud:**
You must stop asserting the fraudulent premise that "no determination of damage has been made." Your client, Acuity, hired Enservio, a national valuation firm, whose fundamental purpose is to determine damage. They did so. You are deliberately conflating this completed, mandatory

process with the optional, non-contractual procedure of "determining salvageability." They are not the same thing.

/

In fact, the word '**salvageabilty**' is found Nowhere within the policy agreement.
The word '**salvage**' is found Nowhere in the policy agreement.
There are **No similar, misrepresentable words even related to 'salvage' within the policy.**

\

Finally, your client's two separate settlement offers are a de facto admission that damage was determined. We have dutifully fulfilled our obligations to very process by which insurance guidelines have defined, and you are blatantly misrepresenting the facts regarding them.

*** The "Undisputed Amount" Fraud:**
You must stop misrepresenting the legal definition of an "undisputed amount." Your 11/4 letter claims you are "unclear" what is undisputed.

Let's be clear:

The $32,155.77 is the amount your client's own vendor, Enservio, determined is owed. This was determined from the on-site inventory and resulting (if ultra-flawed) valuation they conducted. A national, qualified valuation company can only inventory an item if 'damage has been determined'.

Our rejection of a separate, incomplete global offer does not retroactively create a "dispute" over the portion you already conceded. If you are operating under a different legal definition, what else could 'undisputed amount' possibly mean in this context?

Your continued withholding of these funds is a violation of Iowa law.

--

These are the foundational facts of the contents claim. A "good-faith engagement" means you must first acknowledge them.

After you have confirmed you are willing to proceed on the basis of these facts, I will be happy to provide the "corrected mathematical figures" for Ms. Reynolds's offer.

Sincerely,

Christopher Stark

Counsel Zeschke's letter of November 4, 2025, was not just a pivot; it was a "Rosetta Stone." It was a clumsy, unforced error that provided the key to a second, parallel fraud we were 100% unaware of at this time. His new, provable lies about the dwelling payments forced us to forensically re-examine a process I had left in my father's hands, believing it was straightforward. My November 5th reply was written while I was still in the dark—I knew his summary was wrong, but I was oblivious to the magnitude of the fraud. Zeschke's use of the

specific $8,346.61 figure was the odd detail that sparked the investigation; my personal notes only showed the sum of two invoices ($15,889.80), which I had assumed was just a nuance of the restoration field. It was only after digging up all the old documentation that the convoluted sequence of Acuity's fraud became all too apparent. This is that sequence, as we experienced it:

The loss was discovered on January 22nd, 2025. The next day, our adjuster, Richard Denicourt, arrived at the same time as the Servpro crew. After seeing the catastrophic damage—the flooded basement, the ruined upstairs—Denicourt took my statement. He proceeded to cover a range of things, ending with contents. This is when he used his '$10,000 example,' saying, "Now let's say you claim $10,000 in damaged contents. You need to make sure you actually ***have*** *$10,000 in contents here in case we want to see the items". I remember thinking it must be an example because there was visually more than $10,000 in damage in that room alone, not counting what I had already moved to the garage. Richard then left, and Servpro took over.*

For the next few days and into the next week, Servpro did the restoration: demolition and cleanup. This was a disorganized operation. At its peak, there were at least 7-8 employees at once, followed by several employees for the next couple of days, and then scattered appointments to check the drying equipment before they finally removed it. The low-level Servpro employees were very nice and helpful, and we got along quite well. I attempted to get information on the process, but every employee had something different to say, redirected me somewhere else or didn't know the full story. Nobody even knew who was in charge most of the time, outside of the primary Servpro manager, Logan Wheeler, who wasn't there much during the cleanup at all.

When Servpro had finished up by January 30th, Logan finally showed back up. He presented my father with what was described as the "final billing statement" for the mitigation/demo. It consisted of two pages of the same invoice (8365), each with a separate total. One was for $7,543.19 ("Water ***Restoration****") and the other was for $8,346.61 ("Water* ***Restoration****: additional room affected"). This double-paged invoice with two different totals was confusing, but we were unaware of the nuances of restoration work and assumed it could only be the sum of both pages, totaling* ***$15,889.80****. This was the bill my father was now expecting a follow-up to in the mail. During this time, Patrick noticed the electricity had spiked $190, and mentioned it to Acuity to be reimbursed for in which they ultimately did.*

Over a week later, on February 7th, Logan Wheeler returned with the carpet installer to take final measurements. Believing Servpro was simply helping us as they appeared whenever Carpetland appeared, we cooperated fully as they "assisted", thinking it was just simply part of the process. While there, Logan took his own measurements this time, which was confusing because he wasn't a carpet or drywall installer. At the end of the appointment, he then vaguely presented my father with a 12-page "estimate report" (the "PAT_STARK_REPAIR" doc), framing it as just an "itemized cleanup estimation."

Neither my dad nor I realized what exactly this was as the font was small and layout disorganized, but we did note the total was ***$16,063.96****. This value was nearly the same exact amount as the sum of the two-paged invoice, $15,889.80, we received over a week prior once restoration had wrapped up. Curious of the discrepancy, Patrick mentioned the $190*

reimbursement due to the electricity spike, which when factored in nearly perfectly made up for this discrepancy. This resulted in both totals being nearly identical (within $15). With this, we then confidently assumed the document to indeed be an 'itemized cleanup list' with repair notes added in for some unknown reason. Knowing rebuild to be significantly more costly than restoration, we decided this could only be the case without question. The report was then filed away and never referenced again, as the dwelling portion ultimately was put on 'pause' when the snag with the contents claim came about.

Then, on February 8th—one day after Logan's "estimate"—a Handwritten check arrived for ***$15,563.96*** *(16,063.96 minus $500 deductible). This was not from our adjuster, but from a "Lisa," an unknown third party. My father, still expecting a Servpro bill for $15,889.80, was verbally told this check was for that demo/cleanup. Expecting to soon receive a follow up bill from Servpro, he accepted the check with no consideration it could be for anything but 'restoration'.* ***The memo line itself seemed to confirm this; in small, barely decipherable handwriting, the word looked like "Restoration"—the exact word he was psychologically primed to see****. This check was later re-issued on April 8th to include the mortgage company, Colonial Savings. When my father cashed it, he discovered it wasn't even accessible: the funds were sent to a* ***restricted escrow account*** *"for repairs," as confirmed by the bank's letter. The letter stated the money would* ***only be released after the work was completed and inspected****. This was just more confusing "bank red tape" to us. He still hadn't received that follow up bill from Servpro, but since everything had been put on pause with Servpro once the dispute over contents began this logically explained why. With this, Patrick became an 'Honest Escrow Agent', waiting for a bill that has yet to come, and holding onto funds he couldn't even access.*

When the delay arose with the contents claim and caused hesitation for us to continue with the dwelling portion at that time, Servpro's management (Logan) became less friendly and increasingly pushy. Another appointment was set up with Carpetland to provide various samples to choose from, some more expensive than others. At this time Logan hounded me to make a decision, even though installing carpet was a logical impossibility, as the basement was (and still is) full of the water-damaged items I could not fit into the garage (furniture, over-large items, ect.).

I was forced to sternly pause the dwelling claim until the contents were settled. After hounding me some more by phone, calling my dad to allege I was hard to get ahold of (much like Elements) and hounding him too, they eventually gave up and accepted the pause.

To this day, Patrick has yet to spend a single penny from the $15,563.96 he was holding onto, still acting as an Honest Escrow Agent and waiting for a bill that has yet to come.

After Dustin's November 4th letter, these old checks, reports and invoices were dug up and reviewed. The undeniable pattern of fraud then emerged with the information now uncovered from a fresh set of now interrogating eyes.

The sequence of Acuity's fraud is as follows, with newfound clarity now in check:

- **Fact 1: The "Laundering" of the Demo Cost.** The true total of the mitigation/demo work we were presented with was **$16,079.80** (the sum of the two 1/30/2025 Servpro invoices, $15,889.80, plus the $190 electric bill). This was the verbal expectation. The 12-page "PAT_STARK_REPAIR" estimate created one week later was a fraudulent "Trojan Horse"; it was mathematically reverse-engineered to total **$16,063.96**—a near-perfect match. This document "laundered" the real demo cost into a fraudulent lowball rebuild estimate that combined both "REMOVE" and "REPLACE" items.*
- **Fact 2: The "Handoff" and "Handwriting Scam."** On 2/8/2025, one day after the fraudulent estimate was created, Acuity executed the "Handwriting Scam." The check for **$15,563.96** (the exact amount of the fraudulent estimate, minus the $500 deductible) was issued by "Lisa," an unknown adjuster, in a clear "handoff" to create plausible deniability.*
- **Fact 3: The Fraudulent Mimicry.** The check memo itself is the "smoking gun." In small, barely decipherable handwriting, "Lisa" wrote "**Reconstruction**". This was not an accident; it was a deliberate attempt to mimic the word "**Restoration**" (the word on Servpro's invoices) to deceive a 77-year-old man, who would see the word he was expecting to see. The surrounding, clearly written words ("DWELLING - WATER DAMAGE -") deliberately supported this deception.*
- **Fact 4: The "Mortgage Company Trap."** The check was made co-payable to Colonial Savings, the mortgage company. This locked the funds in a restricted escrow account, as confirmed by their 4/11/2025 letter. This created a "Catch-22": my father couldn't get the money until the repairs were done, and he couldn't do the repairs without the money.*
- **Fact 5: Zeschke's New, Active Fraud.** Zeschke's 11/4 letter is the active prosecution of this scam. His question, "We are unsure if you went forward and made those repairs," is a conscious, provable falsehood; he knew the money was locked in escrow. His fraudulent allocation of the dwelling payments—listing the $8,346.61 mitigation bill and the $15,563.96 "Reconstruction" check as two *separate* payments—is a new, provable lie, deliberately intended to deny the rest of the dwelling claim.*

[Text of Attached Letter Dated November 6, 2025]

Re: Property damage claim at 3010 8th Street, Marion, Iowa;

Acuity Claim No. SS4507

Mr. Stark,

As it appears your last correspondence takes issue with many aspects of the claim regarding the dwelling, lets address them separately for simplicity. This letter will just address the contents Claim.

It appears that we are going to have a disagreement about the scope of what Enservio did.

It is our position that they inventoried the property. There was no determination of what property was in fact damaged. It appears you take issue with that. I think we may just have to agree to disagree on this point.

There is a simple way to determine what items were actually damaged by either allowing an inspection to determine such or to allow the appraisal process to take place. Both of those options you appear to reject. Accordingly, we are trying to determine a path forward. Your past letter indicated that you are willing to entertain a settlement in the amount of $61,629.63.

Please let us know if this amount will resolve your contents claim. We would note that this amount is already above the amount Enservio calculated for replacement cost of all contents submitted, even assuming all contents were in fact damaged.

Accordingly, in the event we cannot agree to that amount, we will likely need to move forward with either the inspection or appraisal process.

We look forward to hearing from you.

Very truly yours,
SWISHER & COHRT, P.L.C.
Dustin T. Zeschke

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From: Christopher Stark

To: kimberley.falzbot@ag.iowa.gov

Date: November 7, 2025

Subject: URGENT: Supplemental Evidence Regarding Matter# 2025-291775 (Stark v. Acuity)

Dear Ms. Falzbot,

I am writing to provide a critical, time-sensitive update regarding my complaint, Matter# 2025-291775.

Since I last submitted my 77-page Master Timeline, I have received new correspondence from Acuity's retained counsel. This new communication contains massive and provable factual misrepresentations regarding my father's dwelling claim.

This is no longer a historical issue. I now possess new documentary evidence—including the insurer's own check and their vendor's internal estimates—that proves their bad faith is active, ongoing, and escalating even while this matter is under your review.

I am preparing a concise supplemental report that details this new, fraudulent paper trail.

Given the IID's premature closure of my complaint, I must respectfully request that you please await this new, damning package before making any determination. I also ask for the professional courtesy of a notification before any final determination is made, to ensure my complete, supplemental evidence has been received and considered.

I will have this update to you shortly.

Sincerely,

Chris Stark (c/o Patrick Stark)
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From: Falzbot, Kim [AG]
To: me
Date: November 10, 2025

Subject: Re: Follow Up: Matter# 2025-291775 - Acuity Claim SS4507 - Request for Investigation Following IID Failure

> Mr. Stark,
>
> The Attorney General's office cannot act as your individual attorney, and we do not offer legal advice to individual citizens. Your letter is about a question or problem that is best handled by contacting a private attorney to determine your rights and remedies. If you need assistance in locating a licensed attorney in your area, you may wish to search the Iowa State Bar Association's Find-A-Lawyer Service at www.IowaFindALawyer.com.
>
> Kim Falzbot
>
> Investigator
> Office of the Attorney General of Iowa
> 1305 E. Walnut St., 2nd Floor
> Des Moines, Iowa 50319
> Main: (515) 281-5926 | Direct: (515) 281-6709 | Fax: (515) 281-6771
> Email: kimberley.falzbot@ag.iowa.gov | www.iowaattorneygeneral.gov

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From: Pressley Henningsen
To: me, Tim
Date: November 10, 2025

Subject: Referral from Marc Humphrey re: Claim vs. Acuity ($166k ACV)

> Hey Christopher,
>
> I've recently had back surgery & I am still recovering but I did want to respond to you.
>
> We do not take bad faith cases that do not result in a separable damage claim - such as severe depression for example. In addition, we have never done a bad faith on property loss only – our bad faith claims have related to workers compensation claims that were wrongfully denied.

I wish I had a referral for your but if I can please have your permission to be blunt – anyone who has ever done a bad faith claim knows that they are likely looking at several depositions, mounds of paperwork, numerous motions, experts and appeals. Unfortunately, the related time investment, risks, and expenses are usually only warranted in cases where the damages are in the 7 figures at least.

Certainly, call others and seek out their opinions as well as this is only mine, but it is based upon my experience and my reading of the current case law (and our conservative supreme court and its likely rulings on related matters.).

I do wish you the best in your search, Pressley

From: Christopher Stark chriscstark@gmail.com
Sent: Tuesday, November 4, 2025 11:33 AM
To: Pressley Henningsen phenningsen@fightingforfairness.com
Cc: Tim Semelroth tsemelroth@fightingforfairness.com

Subject: Referral from Marc Humphrey re: Claim vs. Acuity ($166k ACV)

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As of November 11th, 2025—294 days and over nine (9) months since the initial loss—the preceding letters remain the final communications in my claim. I remain hopeful that I can soon remove the damaged contents from my home, which in turn will finally allow me to move forward with getting new carpet and drywall installed.

///END OF DOCUMENT